



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final

### Finance & Personnel Committee

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Thursday, January 5, 2023

6:00 PM

Council Chambers  
City Hall, First Floor

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This meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by typing the URL in your web browser address bar:

<https://stream.lifesizecloud.com/extension/1271327/e7506959-fe5d-44ac-805c-9016fb33bd90>

Agenda items approved for public hearing by the committee are open to public comment. If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the City Clerk at the email or phone number below so we can provide you with information to join.

Members of the public who would like to provide written comments on any agenda may do so by emailing [cityclerk@cityoflacrosse.org](mailto:cityclerk@cityoflacrosse.org), using a drop box outside of City Hall or mailing the City Clerk, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7510.

*Public hearings before the respective standing committee shall be limited to 15 minutes for the proponents; followed by 15 minutes for the opponents and three-minute rebuttal for each side unless such time is extended by a majority vote of the committee. All speakers at a public hearing of the standing committees shall speak no more than three (3) minutes unless waived by the Chair or a majority of the committee.*

#### Call To Order

#### Roll Call

#### Agenda Items:

##### NEW BUSINESS

[22-1509](#)

Resolution approving a revised Tax Increment Financing policy.

**Sponsors:** Reynolds

[22-1513](#)

Resolution incorporating American Rescue Plan Act (ARPA) funding as a grant to the Affordable Housing Revolving Loan policy.

**Sponsors:** Trost

[22-1515](#)

Resolution approving American Rescue Plan Act (ARPA) funding to support Replacement Housing Program for 2023.

**Sponsors:** Reynolds

[22-1520](#)

Resolution authorizing submission of an application to Wisconsin Economic Development Corporation (WEDC) for the Vibrant Spaces Grant Program.

**Sponsors:** Neumann

[22-1523](#)

Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to construct the Wagon Wheel Trail.

**Sponsors:** Sleznikow

[22-1534](#)

Resolution creating project and appropriating funds for Capital Improvement project in the 800 block of Sill Street.

**Sponsors:** Richmond and Neumeister

[23-0001](#)

Collective Bargaining Update.

*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*

**F&P Item Only, unless otherwise directed.**

[22-1426](#)

Resolution regarding Harry J. Olson Multipurpose Senior Center, Inc.

*(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 and Wis. Stat. 19.85(1)(g) to confer with legal counsel. Following such closed session, the Committees and/or Council may reconvene in open session.)*

**Sponsors:** Richmond

## Adjournment

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

### NOTICE TO PERSONS WITH A DISABILITY

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

## Finance & Personnel Members:

**Doug Happel, Larry Sleznikow, Barb Janssen, Mac Kiel, Rebecca Schwarz, Mark Neumann**



# City of La Crosse, Wisconsin

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## Text File

File Number: 22-1509

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Amended Resolution approving a revised Tax Increment Financing policy.

#### RESOLUTION

WHEREAS, legislation 22-1505 is under review, and it would remove Tax Increment Financing (TIF) policy language from the existing economic development ordinance; and

WHEREAS, including TIF policy language in the City's Municipal Code is not best practice and a separate policy document approved by Council is a better approach; and

WHEREAS, the current TIF parameters included in the City's economic development ordinance are in need of an update; and

WHEREAS, the City desires to leverage TIF to the fullest benefit of the City and its residents, and a TIF application and review process that is accessible, efficient, and competitive enables the City to meet this goal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the proposed Amended Tax Increment Financing policy.

BE IT FURTHER RESOLVED that the Mayor and Director of Planning, Development and Assessment are hereby authorized to take any and all steps necessary to effectuate this resolution.

# CITY OF LA CROSSE TAX INCREMENT FINANCING POLICY

## What is TIF?

Tax Increment Financing (TIF) is a funding tool available to local municipalities that spurs economic development which otherwise would not occur. When a Tax Incremental District (TID) is created property owners within the district continue to pay the same property tax rates as those outside the district. The difference is that tax collections, over and above the “base value” are placed into a special fund that is used to pay for project costs associated with that TID. Once the TID is closed the additional property taxes created are shared by all taxing entities.

The use of TIF varies from project to project and district to district. In some cases, the City might use TIF to promote redevelopment of an area. In other cases, the City might use TIF to create industrial parks through land acquisition and construction of infrastructure. Regardless, increased property tax collections are used to keep the TID financially healthy and for the benefit of improving the district and immediate surrounding area.



## Purpose:

The purpose of this Policy is to articulate the City of La Crosse’s desire to promote economic development that is consistent with the City’s Comprehensive Plan and provides a community benefit that will ultimately be shared by all taxing entities (City, School District, Technical College, County, and State) impacted through the establishment of a TID.

Notwithstanding compliance with any or all of the guidelines herein, the provision of TIF assistance is a policy choice to be evaluated on a case-by-case basis by the Economic and Community Development Commission (ECDC) and the Common Council. The burden of establishing the public value of TIF shall be placed upon the applicant and the application must substantially meet the criteria contained herein. City Staff reserves the right to bring any TIF proposal forward for ECDC and Council consideration.

Meeting statutory requirements, policy guidelines or other criteria listed herein does not guarantee the provision of TIF financial assistance nor does the approval or denial of one project set precedent for approval or denial of another project.

## TIF Authority:

The authority and regulations for Tax Increment Financing and the establishment of Tax Incremental Districts are found in Wis. Stats. 66.1105. The City of La Crosse reserves the right to be more restrictive than provided under the statutes.

## Basic Provisions:

As a matter of policy, the City of La Crosse will consider using TIF to assist private development in those circumstances where the proposed private project shows a **demonstrated financial gap** and that the financial assistance request is the minimum necessary to make the project feasible. The developer is expected to have exhausted every other financial alternative(s) prior to requesting the use of TIF, including equity participation, other federal and state funds, bonds, tax credits, loans, etc.

Prior to consideration of a TIF request, the City will undertake (at the requestor's cost) an independent analysis of the project to ensure the request for assistance is valid.

In requesting TIF assistance, the developer must demonstrate that there will be a substantial and significant public benefit to the community by eliminating blight, strengthening the economic and employment base of the City, positively impacting surrounding neighborhoods, increasing property values and the tax base, creating new and/or retaining existing jobs, growing the quality and quantity of the City's housing stock, and/or implementing the Comprehensive Plan and/or other community planning documents.

Each project and location is unique and therefore every proposal shall be evaluated on its individual merit, including its potential impact on city service levels. Each project must demonstrate probability of financial success.

Each for-profit project demonstrating a need for TIF assistance must generate sufficient tax increment to cover or repay both the TIF contribution to the project, administrative and professional costs and a portion of the planned public infrastructure costs within the TID. The City will expend an appropriate amount for public infrastructure and improvements that will be paid back through the TIF. These improvements include, but are not limited to, streetscaping, and pedestrian enhancements.

## "BUT FOR" TIF

The fundamental principle, and that which the City must determine through information provided by the developer, is that the project would not occur "but for" the assistance provided through TIF. The burden is on the developer to make this case to the City and not the City to make this case for the developer. Should this "but for" determination not be made, TIF assistance for the project cannot be provided.

## TIF Objectives:

The City will consider utilizing TIF to meet the following basic objectives:

1. Stimulate revitalization of the City, its neighborhoods, industrial areas, commercial districts and Historic Downtown La Crosse by:
  - a. Improving infrastructure;
  - b. Meeting job creation requirements as referenced in the City's Living Wage Resolution as amended or superseded;
  - c. Retaining existing jobs;
  - d. Creating a variety of housing and mixed-use commercial/housing opportunities to increase the number of residents;
  - e. Attracting desirable businesses and retaining existing businesses;

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- f. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the downtown area by adding interest and activity on the first floor of mixed-use buildings;
  - g. Increasing use of mass transit by actively promoting and participating in the MTU Works pass program for employees.
2. Promote efficient usage of land through elimination of blight and redevelopment of underutilized properties.
  3. Support an educated workforce and strengthen the employment base of the City overall.
  4. Stabilize and upgrade neighborhoods.
  5. Increase property values, tax base and tax revenues.
  6. Leverage the maximum amount of non-City funds into a development and as a result flow back into the community.
  7. Reduce communitywide greenhouse gas emissions by 40-50% of 2019 GHG emissions by 2030, and reaching carbon neutrality by 2050.
  8. Further strengthen the City's role as the hub and economic center for the larger region.
  9. Foster diversity both among business type/industry and demographic make-up of the business owners, employers, and employees.
  10. Stimulate and/or support place-making initiatives.
  11. Address economic equity within the City.
  12. Improve economic resiliency within the City.
  13. Contribute to other unique projects or programs not listed that provide public benefits.

## **What Development is Eligible?**

The type of development that the City will consider TIF funding includes:

1. Business development (attraction, retention, expansion). TIF assistance will be evaluated on its impact on existing local markets.
2. Mixed-use developments that creatively integrate commercial and retail projects into a residential development.
3. Revitalization of historically significant or deteriorated buildings.
4. Projects that promote office and retail development.
5. Projects that promote neighborhood stabilization or revitalization.
6. Projects that promote industrial development.
7. Projects consistent with approved TIF Project Plans.
8. Projects that involve environmental clean-up, removal of slum and blighting conditions.
9. Projects that contribute to the implementation of other public policies, as adopted by the city in its strategic plans such as promotion of high-quality architectural design, energy conservation, green infrastructure, etc.
10. Projects that provide retail, housing and mixed uses in existing commercial nodes and city gateways (e.g. Caledonia Street, I-90/Exit 3).
11. Whole-building energy modeling (BEM) for new construction and building retrofits.
12. Renewable energy, including solar photovoltaics, geothermal, and wind energy.
13. Microgrid technology that can support renewable energy and energy reliability.
14. "Green roofs" where rooftop vegetation absorbs stormwater and improves energy efficiency.

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15. “Blue roofs” where the rooftop provides temporary stormwater storage and then gradually released after storm events.
  16. Under-parking water retention systems that capture and store stormwater to mitigate runoff effects.
  17. Stormwater management best practices that are above the State mandate.
  18. Purple pipe reclaimed water piping systems.
  19. Site-specific public art projects.

### **What Development is Ineligible?**

The City will not use TIF funding to help support the following types of development:

1. Speculative office development (projects that have no secured tenants).
2. Relocation of offices, retail and/or commercial uses within the City for purposes other than retaining or substantially expanding the business.
3. Standalone big box commercial.
4. Projects not consistent with the Comprehensive Plan and other City plans, such as the Imagine 2040 plan and Climate Action Plan.

### **Eligible Costs:**

TIF eligible expenditures are defined by Section 66.1105(2)(e) of Wisconsin Statutes, which the City of La Crosse may further limit on a project by project basis. The following are typical eligible costs.

1. Capital costs, including actual costs of:
  - a. Construction of public works or improvements;
  - b. Construction of new buildings, structures, and fixtures;
  - c. Demolition, alteration, rehabilitation, repair or reconstruction of existing buildings, structures and fixtures, other than historic buildings and structures.
  - d. Acquisition of equipment to service the district;
  - e. Restoration of soil or groundwater affected by environmental pollution; and
  - f. Clearing and grading of land.
2. Real property assembly costs.
3. Professional service costs (planning, architectural, engineering, and legal).
4. Relocation costs.
5. Environmental remediation.
6. Organizational costs (environmental and other studies, publication and notification costs).

### **Criteria for TIF Assistance:**

All of the following financial criteria must be met in order to be considered for TIF assistance.

- 1) *Equity Requirement.* Developers must provide a minimum 15% equity of total project costs. Projects that exceed the 15% equity requirement will be looked upon favorably by the City. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project. City assistance shall not exceed the amount of equity provided by the developer. Donated developer or construction management feeds shall not be considered as equity investment. TIF shall not be used to supplant cash equity.

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- 2) *Payback Period.* 20-year maximum payback period. Preference will be given to projects with payback periods of 10 years or under.
  - 3) *TIF Cap.* The total amount of TIF assistance should not exceed 20% of the increase in taxable valuation. This limitation may be modified by special consideration as is outlined below.
  - 4) *Land Assembly Cap.* TIF assistance for land/property assembly costs will not be provided in an amount exceeding 10% of the fair market value of the land. The fair market value will be determined by an independent appraiser contracted by the City with cost of appraisal paid for by developer.
  - 5) *Sale of City-owned land.* For development projects involving the sale of City-owned land, the procedures in the City's Ordinance, Article IX, Sec 2-405 must be followed.
  - 6) *Internal rate of return.* The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the City or City's financial advisor. In no case shall the internal rate of return exceed 30 percent.
  - 7) *Taxable increase.* The project should result in an increase in taxable valuation of at least 20% upon project completion.
  - 8) *Living wage requirements.* The City has adopted, by resolution, a policy that developments that are provided City assistance must pay their employees a "living wage." Any agreement for financial assistance shall include provisions that ensure the publicly assisted projects pay a living wage to their employees.
  - 9) *Payment in Lieu of Taxes (PILOT).* In the event that some or all of the property, developments, improvements, personal property, or real estate becomes exempt from general property taxes the developer shall make a payment to the City in lieu of taxes (the "PILOT").
  - 10) *85% Rule.* No more than 85% of the net present value of the tax increment generated by a private development shall be made available to the project.

## **Special Consideration**

Special or additional consideration, and/or better terms may be considered for projects that exceed certain standards such as:

- 1) Use of higher quality building materials;
- 2) Demonstration of a higher standard of urban design (e.g., mixed use, add vitality to commercial districts by adding interest and activity on the first floor of mixed-use buildings, etc.);
- 3) Meeting Leadership in Energy and Environmental Design (LEED), Net Zero Energy Building, Living Building Challenge, Energy Star, Green Globes, or other green building certification requirements;
- 4) Providing environmental sensitivity or protection of natural resources;
- 5) Any additional performance standards which enhances the overall quality of life;
- 6) Demonstrable efforts to increase the percentage of newly hired and retained employees who reside within the City limits of the City of La Crosse;
- 7) Support an educated and skilled workforce;

- 8) Projects that have a payback in fewer than 12 years;
- 9) Environmental abatement or clean-up;
- 10) Historic rehabilitation;
- 11) Redevelopment of existing structures;
- 12) Assembly and clearance of land upon which existing structures are located;
- 13) Manufacturing projects;

### **Process of TIF Approval:**

- 1) A pre-application meeting is held between the developer and the City.
- 2) A Tax Incremental Financing Application is submitted by the developer to the City. An initial nonrefundable fee of \$10,000 or 1% of TIF assistance requested, whichever is greater, with a maximum amount of \$25,000, shall accompany the application. This fee shall be used to partially cover the City's legal, professional, administrative, and planning costs. If an additional amount of money is required to reimburse the City of its reasonable costs, the applicant shall be responsible for those costs. If the application is made and the project does not move forward, the application fee, minus documented City expenditures for the project, will be refunded to the applicant. The applicant shall, at a minimum, provide the following information:
  - a) A detailed project plan, timetable including plans and/or drawings for the project, architectural analysis, phase I environmental assessment, appraisals, and evidence of site control.
  - b) A business plan created in conjunction with the UW-La Crosse Small Business Development Center or reviewed by an entity determined by the City. If the business is not following traditional business planning models, initial planning document acceptable to the City will be submitted.
  - c) Background information on the developer, complete listing (name and address) of all investors in the project and specify each individual's ownership interest.
  - d) The articles of incorporation for the business, borrowing resolutions, operating agreements, and other applicable documents verifying that the entity is in good standing.
  - e) A current balance sheet and operating (profit/loss) statements for the last three years.
  - f) The developer shall submit audited financial statements for the last three years. If the audited statements are comparative, only two years are needed. If audited statements are not available, the developer shall provide three years of annual financial statements and summary schedules for other projects completed or started within the three-year timeframe covered by the financial statement for the current year. Upon request, the City may permit these documents to be provided directly to the City's financial advisor or developer's financial advisor to protect proprietary or confidential information.
  - g) Only if deemed necessary, arrangements will be made by City Staff to view personal financial statements of the officers.
  - h) A preliminary financial commitment from a financial institution.
  - i) A detailed pro forma showing income and expenses for the project illustrating why assistance is necessary.



j) Market studies, signed letters of intent from prospective tenants, any market or feasibility analysis, appraisals, and all information provided to private lenders for the project as well as any other information or data which the City, or its financial consultants may require in order to review the need for financing assistance.

k) Transportation demand management plan for operations over 100 employees and residents. Examples of TDM practices include paid parking or parking cash-out options, transit-oriented development, employer/landlord sponsored bus passes, accommodations for ridesharing, and site design prioritizing pedestrians and bicyclists.

~~l) Sustainability Plan for operations over 100 employees and residents. Plan elements include a sustainability vision, mission, and values statement; an assessment of your current sustainability performance; goals and priorities for improvement; and actions for achieving them. The assessment should address opportunities and challenges of minimizing waste and reducing greenhouse gas emissions. It should also include baseline measurements for your goals. The actions should address energy, waste, buildings, products, packaging, supply chain, transportation, food, water, community, and employee wellbeing.~~

- 3) Once an application is deemed complete and City staff conducts its due diligence, the Economic and Community Development Commission will review the appropriate term sheet and review and approve/deny the corresponding development agreement.
- 4) The Economic and Community Development Commission shall issue a report and recommendation to the Common Council, including the approved term sheet and proposed development agreement for action.
- 5) Follow approval from Common Council: Execution of the Development Agreement between the City and Developer.

### **Structure for Tax Incremental Financing Assistance:**

- 1) TIF assistance may be provided by the City in a form and method acceptable to the City. Requests for up-front financing may be considered on a case-by-case basis if increment generation is sufficient to meet initial financing and debt service costs and are not the first dollars spent on a project.
- 2) For "pay-go" and reverse cash grant structured projects, the project owner shall agree to pay all other outstanding City of La Crosse property tax bills and special assessments prior to disbursement of any payments by the City. No Mortgage Guarantees. The City will not provide mortgage guarantees.
- 3) Personal guarantees. The City will require personal guarantees from the investor, borrower and members for receiving financial assistance. Amount and form shall be acceptable to the City.
- 4) The City will retain an administrative fee of not less than 15% of any tax increment received from the project to reimburse for administrative costs.
- 5) When the project is intended as a for-sale development (i.e., office, mixed use retail/residential), the developer must retain ownership of the overall project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other



projects, the developer must retain ownership of the project at least long enough to complete it, to stabilize its occupancy, to establish the project management and to initiate payment of taxes based on the increased project value. Transfer of ownership or the addition of owners/members or changes to

- 6) Ownership/member percentages shall first be approved as an amendment to the developer's agreement.
- 7) Projects receiving assistance will be subject to a "look back" provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time after project completion. The IRRI shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles.
  - a. When the developer owns the subject property and rents space to tenants, supporting documentation shall include certified records of project costs and revenues, including lease agreements and sales on a per square foot basis at no cost to the City. If the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally proposed to the City at the time of the development agreement, the developer and the City shall split, on a 50/50 basis, the increase above the originally projected rates of return.
  - b. When the subject property is a for-sale development and the IRRI cannot be completed, the developer is to provide financial data after the project is completed at no cost to the City. This shall include a calculation of profit on total development costs minus the financial assistance. If the financial records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the time of development agreement approval, the developer and the City shall split, on a 50/50 basis, any increase at or above original projected rates of return.
- ~~8) The property owner shall agree not to protest to the Board of Review or Circuit Court the Assessor's determination of the property value for the properties for which the grant is requested.~~

Resolution approving a revised Tax Increment Financing policy.

RESOLUTION

WHEREAS, legislation 22-1505 is under review, and it would remove Tax Increment Financing (TIF) policy language from the existing economic development ordinance; and

WHEREAS, including TIF policy language in the City's Municipal Code is not best practice and a separate policy document approved by Council is a better approach; and

WHEREAS, the current TIF parameters included in the City's economic development ordinance are in need of an update; and

WHEREAS, the City desires to leverage TIF to the fullest benefit of the City and its residents, and a TIF application and review process that is accessible, efficient, and competitive enables the City to meet this goal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the proposed Tax Increment Financing policy.

BE IT FURTHER RESOLVED that the Mayor and Director of Planning, Development and Assessment are hereby authorized to take any and all steps necessary to effectuate this resolution.

# CITY OF LA CROSSE TAX INCREMENT FINANCING POLICY

## What is TIF?

Tax Increment Financing (TIF) is a funding tool available to local municipalities that spurs economic development which otherwise would not occur. When a Tax Incremental District (TID) is created property owners within the district continue to pay the same property tax rates as those outside the district. The difference is that tax collections, over and above the “base value” are placed into a special fund that is used to pay for project costs associated with that TID. Once the TID is closed the additional property taxes created are shared by all taxing entities.

The use of TIF varies from project to project and district to district. In some cases, the City might use TIF to promote redevelopment of an area. In other cases, the City might use TIF to create industrial parks through land acquisition and construction of infrastructure. Regardless, increased property tax collections are used to keep the TID financially healthy and for the benefit of improving the district and immediate surrounding area.



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Each project and location is unique and therefore every proposal shall be evaluated on its individual merit, including its potential impact on city service levels. Each project must demonstrate probability of financial success.

Each for-profit project demonstrating a need for TIF assistance must generate sufficient tax increment to cover or repay both the TIF contribution to the project, administrative and professional costs and a portion of the planned public infrastructure costs within the TID. The City will expend an appropriate amount for public infrastructure and improvements that will be paid back through the TIF. These improvements include, but are not limited to, streetscaping, and pedestrian enhancements.

## "BUT FOR" TIF

The fundamental principle, and that which the City must determine through information provided by the developer, is that the project would not occur "but for" the assistance provided through TIF. The burden is on the developer to make this case to the City and not the City to make this case for the developer. Should this "but for" determination not be made, TIF assistance for the project cannot be provided.

## TIF Objectives:

The City will consider utilizing TIF to meet the following basic objectives:

1. Stimulate revitalization of the City, its neighborhoods, industrial areas, commercial districts and Historic Downtown La Crosse by:
  - a. Improving infrastructure;
  - b. Meeting job creation requirements as referenced in the City's Living Wage Resolution as amended or superseded;
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- f. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the downtown area by adding interest and activity on the first floor of mixed-use buildings;
  - g. Increasing use of mass transit by actively promoting and participating in the MTU Works pass program for employees.
2. Promote efficient usage of land through elimination of blight and redevelopment of underutilized properties.
  3. Support an educated workforce and strengthen the employment base of the City overall.
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## **What Development is Eligible?**

The type of development that the City will consider TIF funding includes:

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The City will not use TIF funding to help support the following types of development:

1. Speculative office development (projects that have no secured tenants).
2. Relocation of offices, retail and/or commercial uses within the City for purposes other than retaining or substantially expanding the business.
3. Standalone big box commercial.
4. Projects not consistent with the Comprehensive Plan and other City plans, such as the Imagine 2040 plan and Climate Action Plan.

### **Eligible Costs:**

TIF eligible expenditures are defined by Section 66.1105(2)(e) of Wisconsin Statutes, which the City of La Crosse may further limit on a project by project basis. The following are typical eligible costs.

1. Capital costs, including actual costs of:
  - a. Construction of public works or improvements;
  - b. Construction of new buildings, structures, and fixtures;
  - c. Demolition, alteration, rehabilitation, repair or reconstruction of existing buildings, structures and fixtures, other than historic buildings and structures.
  - d. Acquisition of equipment to service the district;
  - e. Restoration of soil or groundwater affected by environmental pollution; and
  - f. Clearing and grading of land.
2. Real property assembly costs.
3. Professional service costs (planning, architectural, engineering, and legal).
4. Relocation costs.
5. Environmental remediation.
6. Organizational costs (environmental and other studies, publication and notification costs).

### **Criteria for TIF Assistance:**

All of the following financial criteria must be met in order to be considered for TIF assistance.

- 1) *Equity Requirement.* Developers must provide a minimum 15% equity of total project costs. Projects that exceed the 15% equity requirement will be looked upon favorably by the City. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project. Donated developer or construction management feeds shall not be considered as equity investment. TIF shall not be used to supplant cash equity.

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- 2) *Payback Period.* 20-year maximum payback period. Preference will be given to projects with payback periods of 10 years or under.
  - 3) *TIF Cap.* The total amount of TIF assistance should not exceed 20% of the increase in taxable valuation. This limitation may be modified by special consideration as is outlined below.
  - 4) *Land Assembly Cap.* TIF assistance for land/property assembly costs will not be provided in an amount exceeding 10% of the fair market value of the land. The fair market value will be determined by an independent appraiser contracted by the City with cost of appraisal paid for by developer.
  - 5) *Sale of City-owned land.* For development projects involving the sale of City-owned land, the procedures in the City's Ordinance, Article IX, Sec 2-405 must be followed.
  - 6) *Internal rate of return.* The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the City or City's financial advisor. In no case shall the internal rate of return exceed 30 percent.
  - 7) *Taxable increase.* The project should result in an increase in taxable valuation of at least 20% upon project completion.
  - 8) *Living wage requirements.* The City has adopted, by resolution, a policy that developments that are provided City assistance must pay their employees a "living wage." Any agreement for financial assistance shall include provisions that ensure the publicly assisted projects pay a living wage to their employees.
  - 9) *Payment in Lieu of Taxes (PILOT).* In the event that some or all of the property, developments, improvements, personal property, or real estate becomes exempt from general property taxes the developer shall make a payment to the City in lieu of taxes (the "PILOT").
  - 10) *85% Rule.* No more than 85% of the net present value of the tax increment generated by a private development shall be made available to the project.

## **Special Consideration**

Special or additional consideration, and/or better terms may be considered for projects that exceed certain standards such as:

- 1) Use of higher quality building materials;
- 2) Demonstration of a higher standard of urban design (e.g., mixed use, add vitality to commercial districts by adding interest and activity on the first floor of mixed-use buildings, etc.);
- 3) Meeting Leadership in Energy and Environmental Design (LEED), Net Zero Energy Building, Living Building Challenge, Energy Star, Green Globes, or other green building certification requirements;
- 4) Providing environmental sensitivity or protection of natural resources;
- 5) Any additional performance standards which enhances the overall quality of life;
- 6) Demonstrable efforts to increase the percentage of newly hired and retained employees who reside within the City limits of the City of La Crosse;
- 7) Support an educated and skilled workforce;

- 8) Projects that have a payback in fewer than 12 years;
- 9) Environmental abatement or clean-up;
- 10) Historic rehabilitation;
- 11) Redevelopment of existing structures;
- 12) Assembly and clearance of land upon which existing structures are located;
- 13) Manufacturing projects;

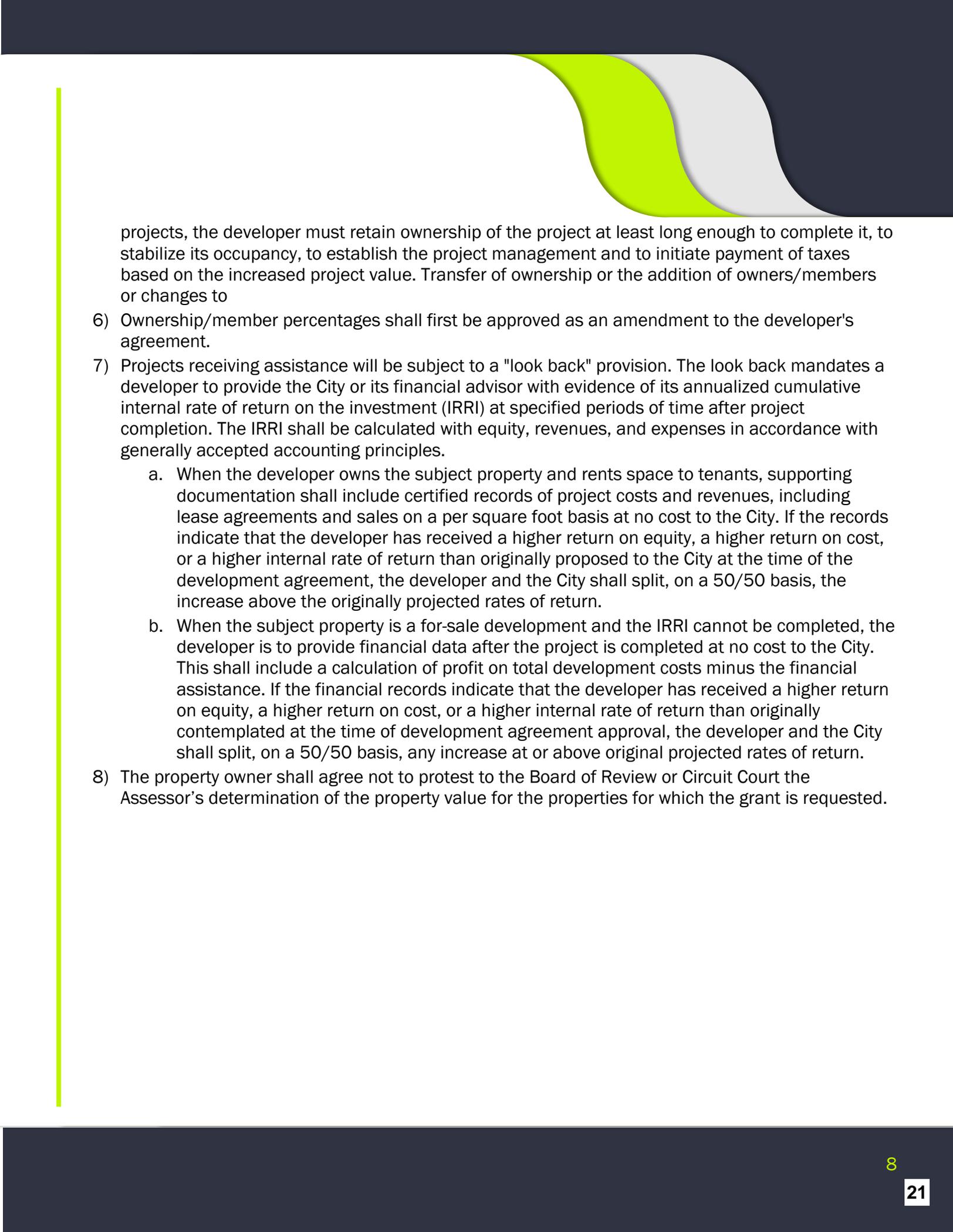
### **Process of TIF Approval:**

- 1) A pre-application meeting is held between the developer and the City.
- 2) A Tax Incremental Financing Application is submitted by the developer to the City. An initial nonrefundable fee of \$10,000 or 1% of TIF assistance requested, whichever is greater, with a maximum amount of \$25,000, shall accompany the application. This fee shall be used to partially cover the City's legal, professional, administrative, and planning costs. If an additional amount of money is required to reimburse the City of its reasonable costs, the applicant shall be responsible for those costs. If the application is made and the project does not move forward, the application fee, minus documented City expenditures for the project, will be refunded to the applicant. The applicant shall, at a minimum, provide the following information:
  - a) A detailed project plan, timetable including plans and/or drawings for the project, architectural analysis, phase I environmental assessment, appraisals, and evidence of site control.
  - b) A business plan created in conjunction with the UW-La Crosse Small Business Development Center or reviewed by an entity determined by the City. If the business is not following traditional business planning models, initial planning document acceptable to the City will be submitted.
  - c) Background information on the developer, complete listing (name and address) of all investors in the project and specify each individual's ownership interest.
  - d) The articles of incorporation for the business, borrowing resolutions, operating agreements, and other applicable documents verifying that the entity is in good standing.
  - e) A current balance sheet and operating (profit/loss) statements for the last three years.
  - f) The developer shall submit audited financial statements for the last three years. If the audited statements are comparative, only two years are needed. If audited statements are not available, the developer shall provide three years of annual financial statements and summary schedules for other projects completed or started within the three-year timeframe covered by the financial statement for the current year. Upon request, the City may permit these documents to be provided directly to the City's financial advisor or developer's financial advisor to protect proprietary or confidential information.
  - g) Only if deemed necessary, arrangements will be made by City Staff to view personal financial statements of the officers.
  - h) A preliminary financial commitment from a financial institution.
  - i) A detailed pro forma showing income and expenses for the project illustrating why assistance is necessary.

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- j) Market studies, signed letters of intent from prospective tenants, any market or feasibility analysis, appraisals, and all information provided to private lenders for the project as well as any other information or data which the City, or its financial consultants may require in order to review the need for financing assistance.
  - k) Transportation demand management plan for operations over 100 employees and residents. Examples of TDM practices include paid parking or parking cash-out options, transit-oriented development, employer/landlord sponsored bus passes, accommodations for ridesharing, and site design prioritizing pedestrians and bicyclists.
  - l) Sustainability Plan for operations over 100 employees and residents. Plan elements include a sustainability vision, mission, and values statement; an assessment of your current sustainability performance; goals and priorities for improvement; and actions for achieving them. The assessment should address opportunities and challenges of minimizing waste and reducing greenhouse gas emissions. It should also include baseline measurements for your goals. The actions should address energy, waste, buildings, products, packaging, supply chain, transportation, food, water, community, and employee wellbeing.
- 3) Once an application is deemed complete and City staff conducts its due diligence, the Economic and Community Development Commission will review the appropriate term sheet and review and approve/deny the corresponding development agreement.
  - 4) The Economic and Community Development Commission shall issue a report and recommendation to the Common Council, including the approved term sheet and proposed development agreement for action.
  - 5) Follow approval from Common Council: Execution of the Development Agreement between the City and Developer.

### **Structure for Tax Incremental Financing Assistance:**

- 1) TIF assistance may be provided by the City in a form and method acceptable to the City. Requests for up-front financing may be considered on a case-by-case basis if increment generation is sufficient to meet initial financing and debt service costs and are not the first dollars spent on a project.
- 2) For "pay-go" and reverse cash grant structured projects, the project owner shall agree to pay all other outstanding City of La Crosse property tax bills and special assessments prior to disbursement of any payments by the City. No Mortgage Guarantees. The City will not provide mortgage guarantees.
- 3) Personal guarantees. The City will require personal guarantees from the investor, borrower and members for receiving financial assistance. Amount and form shall be acceptable to the City.
- 4) The City will retain an administrative fee of not less than 15% of any tax increment received from the project to reimburse for administrative costs.
- 5) When the project is intended as a for-sale development (i.e., office, mixed use retail/residential), the developer must retain ownership of the overall project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other



projects, the developer must retain ownership of the project at least long enough to complete it, to stabilize its occupancy, to establish the project management and to initiate payment of taxes based on the increased project value. Transfer of ownership or the addition of owners/members or changes to

- 6) Ownership/member percentages shall first be approved as an amendment to the developer's agreement.
- 7) Projects receiving assistance will be subject to a "look back" provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time after project completion. The IRRI shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles.
  - a. When the developer owns the subject property and rents space to tenants, supporting documentation shall include certified records of project costs and revenues, including lease agreements and sales on a per square foot basis at no cost to the City. If the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally proposed to the City at the time of the development agreement, the developer and the City shall split, on a 50/50 basis, the increase above the originally projected rates of return.
  - b. When the subject property is a for-sale development and the IRRI cannot be completed, the developer is to provide financial data after the project is completed at no cost to the City. This shall include a calculation of profit on total development costs minus the financial assistance. If the financial records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the time of development agreement approval, the developer and the City shall split, on a 50/50 basis, any increase at or above original projected rates of return.
- 8) The property owner shall agree not to protest to the Board of Review or Circuit Court the Assessor's determination of the property value for the properties for which the grant is requested.

# CITY OF LA CROSSE TAX INCREMENT FINANCING POLICY

## What is TIF?

Tax Increment Financing (TIF) is a funding tool available to local municipalities that spurs economic development which otherwise would not occur. When a Tax Incremental District (TID) is created property owners within the district continue to pay the same property tax rates as those outside the district. The difference is that tax collections, over and above the “base value” are placed into a special fund that is used to pay for project costs associated with that TID. Once the TID is closed the additional property taxes created are shared by all taxing entities.

The use of TIF varies from project to project and district to district. In some cases, the City might use TIF to promote redevelopment of an area. In other cases, the City might use TIF to create industrial parks through land acquisition and construction of infrastructure. Regardless, increased property tax collections are used to keep the TID financially healthy and for the benefit of improving the district and immediate surrounding area.



## Purpose:

The purpose of this Policy is to articulate the City of La Crosse’s desire to promote economic development that is consistent with the City’s Comprehensive Plan and provides a community benefit that will ultimately be shared by all taxing entities (City, School District, Technical College, County, and State) impacted through the establishment of a TID.

Notwithstanding compliance with any or all of the guidelines herein, the provision of TIF assistance is a policy choice to be evaluated on a case-by-case basis by the Economic and Community Development Commission (ECDC) and the Common Council. The burden of establishing the public value of TIF shall be placed upon the applicant and the application must substantially meet the criteria contained herein. City Staff reserves the right to bring any TIF proposal forward for ECDC and Council consideration.

Meeting statutory requirements, policy guidelines or other criteria listed herein does not guarantee the provision of TIF financial assistance nor does the approval or denial of one project set precedent for approval or denial of another project.

## TIF Authority:

The authority and regulations for Tax Increment Financing and the establishment of Tax Incremental Districts are found in Wis. Stats. 66.1105. The City of La Crosse reserves the right to be more restrictive than provided under the statutes.

## Basic Provisions:

As a matter of policy, the City of La Crosse will consider using TIF to assist private development in those circumstances where the proposed private project shows a **demonstrated financial gap** and that the financial assistance request is the minimum necessary to make the project feasible. The developer is expected to have exhausted every other financial alternative(s) prior to requesting the use of TIF, including equity participation, other federal and state funds, bonds, tax credits, loans, etc.

Prior to consideration of a TIF request, the City will undertake (at the requestor's cost) an independent analysis of the project to ensure the request for assistance is valid.

In requesting TIF assistance, the developer must demonstrate that there will be a substantial and significant public benefit to the community by eliminating blight, strengthening the economic and employment base of the City, positively impacting surrounding neighborhoods, increasing property values and the tax base, creating new and/or retaining existing jobs, growing the quality and quantity of the City's housing stock, and/or implementing the Comprehensive Plan and/or other community planning documents.

Each project and location is unique and therefore every proposal shall be evaluated on its individual merit, including its potential impact on city service levels. Each project must demonstrate probability of financial success.

Each for-profit project demonstrating a need for TIF assistance must generate sufficient tax increment to cover or repay both the TIF contribution to the project, administrative and professional costs and a portion of the planned public infrastructure costs within the TID. The City will expend an appropriate amount for public infrastructure and improvements that will be paid back through the TIF. These improvements include, but are not limited to, streetscaping, and pedestrian enhancements.

## "BUT FOR" TIF

The fundamental principle, and that which the City must determine through information provided by the developer, is that the project would not occur "but for" the assistance provided through TIF. The burden is on the developer to make this case to the City and not the City to make this case for the developer. Should this "but for" determination not be made, TIF assistance for the project cannot be provided.

## TIF Objectives:

The City will consider utilizing TIF to meet the following basic objectives:

1. Stimulate revitalization of the City, its ~~older~~ neighborhoods, industrial areas, commercial districts and Historic Downtown La Crosse by:
  - a. Improving infrastructure;
  - b. Meeting job creation requirements as referenced in the City's Living Wage Resolution as amended or superseded;
  - c. Retaining existing jobs;
  - d. Creating a variety of housing and mixed-use commercial/housing opportunities to increase the number of ~~downtown~~ residents;
  - e. Attracting desirable businesses and retaining existing businesses;

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- f. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the downtown area by adding interest and activity on the first floor of mixed-use buildings;
  - g. ~~Promoting~~ Increasing use of mass transit by actively promoting and participating in the MTU Works pass program for employees.
2. Promote efficient usage of land through elimination of blight and redevelopment of underutilized properties.
  3. Support an educated workforce and strengthen the employment base of the City overall.
  4. Stabilize and upgrade ~~targeted~~ neighborhoods.
  5. Increase property values, tax base and tax revenues.
  6. Leverage the maximum amount of non-City funds into a development and as a result flow back into the community.
  7. ~~Align with the City's carbon neutrality efforts. Reduce communitywide greenhouse gas emissions by 40-50% of 2019 GHG emissions by 2030, and reaching carbon neutrality by 2050.~~
  8. Further strengthen the City's role as the hub and economic center for the larger region.
  9. Foster diversity both among business type/industry and demographic make-up of the business owners, employers, and employees.
  10. Stimulate and/or support place-making initiatives.
  11. Address economic equity within the City.
  12. Improve economic resiliency within the City.
  13. Contribute to other unique projects or programs not listed that provide public benefits.

## What Development is Eligible?

The type of development that the City will consider TIF funding includes:

1. Business development (attraction, retention, expansion). TIF assistance will be evaluated on its impact on existing local markets.
2. Mixed-use developments that creatively integrate commercial and retail projects into a residential development.
3. Revitalization of historically significant or deteriorated buildings.
4. Projects that promote ~~downtown~~ office and retail development.
5. Projects that promote neighborhood stabilization or revitalization.
6. Projects that promote industrial development.
7. Projects consistent with approved TIF Project Plans.
8. Projects that involve environmental clean-up, removal of slum and blighting conditions.
9. Projects that contribute to the implementation of other public policies, as adopted by the city in its strategic plans such as promotion of high-quality architectural design, energy conservation (~~i.e. LEED, Energy Star, etc~~), green infrastructure, etc.
10. Projects that provide retail, housing and mixed uses in existing commercial nodes and city gateways (e.g. Caledonia Street, I-90/Exit 3).
11. Whole-building energy modeling (BEM) for new construction and building retrofits.
12. Renewable energy, including solar photovoltaics, geothermal, and wind energy.
13. Microgrid technology that can support renewable energy and energy reliability.
14. "Green roofs" where rooftop vegetation absorbs stormwater and improves energy efficiency. Green roofs that include gardens that can capture and retain stormwater.

15. ~~“Blue roofs” where the rooftop provides temporary stormwater storage and then gradually released after storm events. Blue roofs that capture and store stormwater to mitigate runoff effects.~~

16. Under-parking water retention systems that capture and store stormwater to mitigate runoff effects.

17. Stormwater management best practices that are above the State mandate.

18. Purple pipe reclaimed water piping systems.

19. Site-specific public art projects.

## What Development is Ineligible?

The City will not use TIF funding to help support the following types of development:

1. Speculative office development (projects that have no secured tenants).

2. Relocation of offices, retail and/or commercial uses within the City for purposes other than retaining or substantially expanding the business.

~~3. Office or retail development outside of Downtown unless within a redevelopment project that is targeting mixed use commercial/office and residential such as Caledonia Street and the I-90/Exit 3 commercial nodes.~~

~~4.3. Standalone big box commercial. Standalone student housing.~~

~~5.4. Projects not consistent with the Comprehensive Plan and other City plans, such as the Imagine 2040 plan and Climate Action Plan.~~

~~6. Energy efficiency improvements (including high efficiency windows or shadings, energy efficient appliances, LED lighting, enhanced insulation, et cetera) within a building. These are expected in all TIF projects, but they are not TIF-eligible costs.~~

~~7. Projects that increase the City's carbon emissions.~~

## Eligible Costs:

TIF eligible expenditures are defined by Section 66.1105(2)(e) of Wisconsin Statutes, which the City of La Crosse may further limit on a project by project basis. The following are typical eligible costs.

1. Capital costs, including actual costs of:

a. Construction of public works or improvements;

b. Construction of new buildings, structures, and fixtures;

c. Demolition, alteration, rehabilitation, repair or reconstruction of existing buildings, structures and fixtures, other than historic buildings and structures.

d. Acquisition of equipment to service the district;

e. Restoration of soil or groundwater affected by environmental pollution; and

f. Clearing and grading of land.

2. Real property assembly costs.

3. Professional service costs (planning, architectural, engineering, and legal).

4. Relocation costs.

5. Environmental remediation.

6. Organizational costs (environmental and other studies, publication and notification costs).

## Criteria for TIF Assistance:

All of the following financial criteria must be met in order to be considered for TIF assistance.

- 1) *Equity Requirement.* Developers must provide a minimum 15% equity of total project costs. Projects that exceed the 15% equity requirement will be looked upon favorably by the City. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project. ~~City assistance shall not exceed the amount of equity provided by the developer.~~ Donated developer or construction management fees shall not be considered as equity investment. TIF shall not be used to supplant cash equity.
- 2) *Payback Period.* 20-year maximum payback period. Preference will be given to projects with payback periods of 10 years or under.
- 3) *TIF Cap.* The total amount of TIF assistance should not exceed ~~10~~20% of the increase in taxable valuation. This limitation may be modified by special consideration as is outlined below.
- 4) *Land Assembly Cap.* TIF assistance for land/property assembly costs will not be provided in an amount exceeding 10% of the fair market value of the land. The fair market value will be determined by an independent appraiser contracted by the City with cost of appraisal paid for by developer.
- 5) *Sale of City-owned land.* For development projects involving the sale of City-owned land, the procedures in the City's Ordinance, Article IX, Sec 2-405 must be followed.
- 6) *Internal rate of return.* The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the City or City's financial advisor. In no case shall the internal rate of return exceed 30 percent.
- 7) *Taxable increase.* The project should result in an increase in taxable valuation of at least 20 percent upon project completion.
- 8) *Living wage requirements.* The City has adopted, by resolution, a policy that developments that are provided City assistance must pay their employees a "living wage." Any agreement for financial assistance shall include provisions that ensure the publicly assisted projects pay a living wage to their employees.
- 9) *Payment in Lieu of Taxes (PILOT).* In the event that some or all of the property, developments, improvements, personal property, or real estate becomes exempt from general property taxes the developer shall make a payment to the City in lieu of taxes (the "PILOT").
- 10) 85% Rule. No more than 85% of the net present value of the tax increment generated by a private development shall be made available to the project.

## Special Consideration

Special or additional consideration, and/or better terms may be considered for projects that exceed certain standards such as:

- 1) Use of higher quality building materials;
- 2) Demonstration of a higher standard of urban design (e.g., mixed use, add vitality to commercial districts by adding interest and activity on the first floor of mixed-use buildings, etc.);

- 
- 3) ~~Promotion of sustainable practices in their construction and operation such as~~ Meeting Leadership in Energy and Environmental Design (LEED), Net Zero Energy Building, Living Building Challenge, Energy Star, ~~or Green Globes, or other green building~~ certification requirements;
  - 4) Providing environmental sensitivity or protection of natural resources;
  - 5) Any additional performance standards which enhances the overall quality of life;
  - 6) Demonstrable efforts to increase the percentage of newly hired and retained employees who reside within the City limits of the City of La Crosse;
  - 7) Support an educated and skilled workforce;
  - 8) Projects that have a payback in fewer than ten years;
  - 9) Environmental abatement or clean-up;
  - 10) Historic rehabilitation;
  - 11) Redevelopment of existing structures;
  - 12) Assembly and clearance of land upon which existing structures are located;
  - 13) Manufacturing projects;

~~At least 40% of project work will be completed by city residents~~

### Process of TIF Approval:

- 1) A pre-application meeting is held between the developer and the City.
- 2) A Tax Incremental Financing Application is submitted by the developer to the City. ~~Application for financial assistance shall include a cover letter and shall be made on the forms provided by the City and include all of the information requested on the form.~~ An initial nonrefundable fee of \$10,000 ~~or 1% of TIF assistance requested, whichever is greater, with a \$25,000 maximum fee.,00,~~ shall accompany ~~any financial assistance request~~the application. This fee shall be used to partially cover the City's legal, professional, administrative, and planning costs. ~~Costs exceeding A1, \$2,000.00 to hire outside consultants by the City to analyze funding requests including, without limitation, evaluating the gap and/or determination of financial need and the project's return on investment (ROI) shall be paid for by the applicant and will not be considered part of the fee [A2].~~ If an additional amount of money is required to reimburse the City of its reasonable costs, the applicant shall be responsible for those costs. If the application is made and the project does not move forward, the application fee, minus documented City expenditures for the project, will be refunded to the applicant. The applicant shall, at a minimum, provide the following information:
  - a) A detailed project plan, timetable including plans and/or drawings for the project, architectural analysis, phase I environmental assessment, appraisals, and evidence of site control.
  - b) A business plan created in conjunction with the UW-La Crosse Small Business Development Center or reviewed by an entity determined by the City. If the business is not following traditional business planning models, initial planning document acceptable to the City will be submitted. A business plan will be submitted to the City within one year of business start-up.
  - c) Background information on the developer, complete listing (name and address) of all investors in the project and specify each individual's ownership interest.

- d) The articles of incorporation for the business, borrowing resolutions, operating agreements, and other applicable documents verifying that the entity is in good standing.
- e) A current balance sheet and operating (profit/loss) statements for the last three years.
- f) The developer shall submit audited financial statements for the last three years. If the audited statements are comparative, only two years are needed. If audited statements are not available, the developer shall provide three years of annual financial statements and summary schedules for other projects completed or started within the three-year timeframe covered by the financial statement for the current year. Upon request, the City may permit these documents to be provided directly to the City's financial advisor or developer's financial advisor to protect proprietary or confidential information.
- g) Only if deemed necessary, arrangements will be made by City Staff to view Ppersonal financial statements of the officers. (to be provided only to Director of Finance/Treasurer or financial consultant for review).
- h) A preliminary financial commitment from a financial institution.
- ~~i) A list of current employees, their job titles and benefits and a list of titles and descriptions, with benefit package of projected jobs.~~
- ~~j) A detailed pro forma showing income and expenses for the project including a feasibility analysis justifying illustrating why assistance is necessary.~~
- ~~k) Market studies, signed letters of intent from prospective tenants, any market or feasibility analysis, appraisals, and all information provided to private lenders for the project as well as any other information or data which the City, or its financial consultants may require in order to review the need for financing assistance.~~
- ~~l) Transportation demand management plan for operations over 100 employees and residents. Examples of TDM practices include paid parking or parking cash-out options, transit-oriented development, employer/landlord sponsored bus passes, accommodations for ridesharing, and site design prioritizing pedestrians and bicyclists.~~
- ~~m) Sustainability Plan for operations over 100 employees and residents. Plan elements include a sustainability vision, mission, and values statement; an assessment of your current sustainability performance; goals and priorities for improvement; and actions for achieving them. The assessment should address opportunities and challenges of minimizing waste and reducing greenhouse gas emissions. It should also include baseline measurements for your goals. The actions should address energy, waste, buildings, products, packaging, supply chain, transportation, food, water, community, and employee wellbeing.~~
- 3) Once an application is deemed complete and City staff conducts its due diligence, the Economic and Community Development Commission ~~or its staff to develop will review~~ the appropriate term sheet and review and approve/deny the corresponding development agreement.
- 4) The Economic and Community Development Commission shall issue a report and recommendation to the Common Council, including the approved a draft term sheet ~~or and proposed~~ development agreement for action.
- 5) Follow approval from Common Council: Execution of the Development Agreement between the City and Developer.

## Structure for Tax Incremental Financing Assistance:

- 1) TIF assistance may be provided by the City in a form and method acceptable to the City. Requests for up-front financing may be considered on a case-by-case basis if increment generation is sufficient to meet initial financing and debt service costs and are not the first dollars spent on a project.
- 2) For "pay-go" and reverse cash grant structured projects, the project owner shall agree to pay all other outstanding City of La Crosse property tax bills and special assessments prior to disbursement of any payments by the City. No Mortgage Guarantees. The City will not provide mortgage guarantees.
- 3) Personal guarantees. The City will require personal guarantees from the investor, borrower and members for receiving financial assistance. Amount and form shall be acceptable to the City.
- 4) The City will retain an administrative fee of not less than 15% of any tax increment received from the project to reimburse for administrative costs.
- 5) When the project is intended as a for-sale development (i.e., office, mixed use retail/residential), the developer must retain ownership of the overall project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other projects, the developer must retain ownership of the project at least long enough to complete it, to stabilize its occupancy, to establish the project management and to initiate payment of taxes based on the increased project value. Transfer of ownership or the addition of owners/members or changes to
- 6) Ownership/member percentages shall first be approved as an amendment to the developer's agreement.
- 7) Projects receiving assistance will be subject to a "look back" provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRR) at specified periods of time after project completion. The IRR shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles.
  - a. When the developer owns the subject property and rents space to tenants, supporting documentation shall include certified records of project costs and revenues, including lease agreements and sales on a per square foot basis at no cost to the City. If the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally proposed to the City at the time of the development agreement, the developer and the City shall split, on a 50/50 basis, the increase above the originally projected rates of return.
  - b. When the subject property is a for-sale development and the IRR cannot be completed, the developer is to provide financial data after the project is completed at no cost to the City. This shall include a calculation of profit on total development costs minus the financial assistance. If the financial records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the time of development agreement approval, the developer and the City shall split, on a 50/50 basis, any increase at or above original projected rates of return.

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- 8) The property owner shall agree not to protest to the Board of Review or Circuit Court the Assessor's determination of the property value for the properties for which the grant is requested.



# **CITY OF LA CROSSE**

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID            Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

## Craig, Sondra

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**From:** Emslie, Julie  
**Sent:** Thursday, January 5, 2023 1:00 PM  
**To:** Elsen, Nikki  
**Cc:** Craig, Sondra  
**Subject:** FW: TIF rules and regulations; remix and revisions

Hi Nikki,

CM Happel requested that these 2 emails be printed and provide to him at tonight's F&P meeting. He asked that I reach out to you about this 😊.

**Julie Emslie**  
Economic Development Administrator  
(608)789-7393

**From:** Tom Sweeney <tom.sweeney.lax@gmail.com>  
**Sent:** Wednesday, January 4, 2023 12:24 PM  
**To:** Joe Van Aelstyn <vanaelstyn.joe@gmail.com>  
**Cc:** Janssen, Barb <janssenb@cityoflacrosse.org>; Reynolds, Mitch <reynoldsm@cityoflacrosse.org>; happled@cityoflacrosse.org; Trane, Andrea <tranea@cityoflacrosse.org>; Emslie, Julie <emsliej@cityoflacrosse.org>; Fitzgerald, Tara <FitzgeraldT@cityoflacrosse.org>; Scott Neumeister <jchung@district70.org>  
**Subject:** Re: TIF rules and regulations; remix and revisions

You don't often get email from [tom.sweeney.lax@gmail.com](mailto:tom.sweeney.lax@gmail.com). [Learn why this is important](#)

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Thanks, Joe. That is my analysis of it also. This needs to be referred so more eyes can get on it to what's in it/what it does/how it affects the school district, WTC, the county, & city taxpayers.

It seems to also allow for less oversight and more centralized gov't control that excludes the elected representatives of the electorate (city council members).

Are there others who would join some of us who plan to attend the meeting at city hall at 6pm to argue for referral on this proposal?

Thanks,

Tom

On Wed, Jan 4, 2023 at 11:14 AM Joe Van Aelstyn <vanaelstyn.joe@gmail.com> wrote:

I've been asked to look at the proposed changes by two different parties for my take on the impact, if any. I don't profess to be any type of TIF expert, but I have access to those who are. I do know what attracts developers and what repels them.

La Crosse has great intention, ethics, and need. I believe we now have the team to fulfill the potential, with local, invested talent.

My first two readings have given me concern that this proposal does far more harm than good. But I don't understand what it is you are specifically attempting to accomplish and would really appreciate your sharing your intentions and purpose.

It is not clear if you are proposing these modifications to existing districts or to future districts. It is not a "Best Practice" to unilaterally and retroactively change the terms of a contract that has been in effect for 3, or 5, or 10 years. I just don't get it.

Joe Van Aelstyn, CCIM  
Realtor, Broker, General Appraiser  
608-317-9292  
[vanaelstyn.joe@gmail.com](mailto:vanaelstyn.joe@gmail.com)

## Craig, Sondra

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**From:** Emslie, Julie  
**Sent:** Thursday, January 5, 2023 1:01 PM  
**To:** Elsen, Nikki  
**Cc:** Craig, Sondra  
**Subject:** FW: TIF rules and regulations; remix and revisions

He also would like this one which is the Mayor's response to one of the emails.

Any questions, let me know!

**Julie Emslie**  
Economic Development Administrator  
(608)789-7393

**From:** Reynolds, Mitch <reynoldsm@cityoflacrosse.org>  
**Sent:** Wednesday, January 4, 2023 12:04 PM  
**To:** Joe Van Aelstyn <vanaelstyn.joe@gmail.com>; Janssen, Barb <janssenb@cityoflacrosse.org>; happled@cityoflacrosse.org; Trane, Andrea <tranea@cityoflacrosse.org>; Emslie, Julie <emsliej@cityoflacrosse.org>; Fitzgerald, Tara <FitzgeraldT@cityoflacrosse.org>; Scott Neumeister <jchung@district70.org>  
**Subject:** RE: TIF rules and regulations; remix and revisions

Joe,

Thank you for sharing your thoughts on this issue. Assuming you are referring to the items that update the economic development ordinance and create a new TIF policy. This proposed ordinance and policy change is meant to create efficiencies in process as well as provide the city additional tools with which to work with developers on new projects. The policies to be implemented are meant to replace a much more proscriptive and cumbersome approach that has been in place in the city for several years.

No action taken on these items would impact previous agreements. Obviously, parties to any agreement are legally bound by the terms set forth in the arrangement.

Please feel free to reach out to me with any additional questions or concerns you may have on this or any other issue.

m.

**Mitch Reynolds**  
Mayor  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601  
(608) 789-7500  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

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**From:** Joe Van Aelstyn <[vanaelstyn.joe@gmail.com](mailto:vanaelstyn.joe@gmail.com)>

**Sent:** Wednesday, January 4, 2023 11:14 AM

**To:** Janssen, Barb <[janssenb@cityoflacrosse.org](mailto:janssenb@cityoflacrosse.org)>; Reynolds, Mitch <[reynoldsm@cityoflacrosse.org](mailto:reynoldsm@cityoflacrosse.org)>; [happled@cityoflacrosse.org](mailto:happled@cityoflacrosse.org); Trane, Andrea <[tranea@cityoflacrosse.org](mailto:tranea@cityoflacrosse.org)>; Emslie, Julie <[emsliej@cityoflacrosse.org](mailto:emsliej@cityoflacrosse.org)>; Fitzgerald, Tara <[FitzgeraldT@cityoflacrosse.org](mailto:FitzgeraldT@cityoflacrosse.org)>; Scott Neumeister <[jchung@district70.org](mailto:jchung@district70.org)>

**Subject:** TIF rules and regulations; remix and revisions

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Joe Van Aelstyn, CCIM

Realtor, Broker, General Appraiser

608-317-9292

[vanaelstyn.joe@gmail.com](mailto:vanaelstyn.joe@gmail.com)



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1513

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution incorporating American Rescue Plan Act (ARPA) funding as a grant to the Affordable Housing Revolving Loan policy.

RESOLUTION

WHEREAS, the Common Council approved Resolution 22-0259 to commit American Rescue Plan Act (ARPA) funds to specific categories; and

WHEREAS, as part of this resolution, the Common Council approved \$1,025,000 to expand the Affordable Housing Revolving Loan Fund to incentivize both new construction and rehabilitation of affordable rental housing units; and

WHEREAS, the updated policy makes the additional ARPA funds available as a grant to the developer(s) to ensure these funds will not need to be repayment to the U.S. Treasury after the expenditure date of 2026.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Affordable Housing Revolving Loan Fund policy amended December 13, 2022 be approved incorporating the ARPA funding as a grant into this policy.

BE IT FURTHER RESOLVED that the Mayor and the Community Development staff are authorized to effectuate this resolution.



**City of La Crosse**

# Affordable Housing Revolving Loan Fund

**Policy Guidelines**

Approved by Community Development Committee

Updated 12-13-22

**Contact:** Jonah Denson, Neighborhood Housing Development  
Associate [densonj@cityoflacrosse.org](mailto:densonj@cityoflacrosse.org) (608) 789-7360

## Section 1. Introduction

### 1.1 Purpose

The purpose of the Affordable Housing Revolving Loan Fund (“the Fund”) is to assist developers in addressing the lack of quality and affordable housing stock available in La Crosse, especially for its lowest income citizens through incentivizing the construction of new multi-family units by non-profit or for-profit developers.

The Fund intends to revitalize distressed areas of the city through criteria that provides additional points to projects that redevelop in priority areas of the city, eliminate blight, or redevelop historic buildings. The Fund will prioritize projects that subsidize units and have units set-aside for people transitioning out of homelessness.

The Fund will promote racial equity and the City’s *Analysis of Impediments to Fair Housing* by ensuring that the funded projects include an affirmative marketing plan that identifies specific steps to reach out to historically marginalized that likely would not otherwise be aware of the housing opportunities.

### 1.2 Background

The City of La Crosse’s Affordable Housing Fund was established by the Common Council of the City of La Crosse in February 2021 under Legislation 21-0072 and expanded with the use of funds from the American Rescue Plan Act (ARPA) under Legislation 22-0259 in March 2022. All projects will be reviewed for approval by the Community Development Committee (CDC).

## Section 2. Funding

### 2.1 Funding Available

\$2,031,000

- Funding Available as grants is \$1,025,000 – Source ARPA
- Funding Available as loans is \$1,056,010 - Source CDBG and TID 6 Capitalization to create a revolving loan fund program

## 2.2 Funding Amounts

- Maximum loan of \$65,000 per unit created or maximum of \$25,000 per renovated unit for individuals exiting homelessness<sup>1</sup>
- Maximum loan of \$45,000 per affordable unit created or maximum of \$25,000 per renovated unit for individuals earning 120% La Crosse County Median Income or less
- Maximum loan of \$20,000 per market rate unit created where at least 75% of the units are set aside as affordable units (maximum funding available \$432,225)
- An additional loan of \$10,000 per unit may be considered when necessary for projects to provide for fully accessible units, high air quality, energy conservation or lead paint hazard reduction efforts.
- **Maximum amount per project: \$1,500,000**

## 2.3 Financing Terms for new construction units

- Units created for individuals exiting homelessness - \$45,000 per unit is a loan and \$20,000 per unit is a grant with ARPA funding.
- Affordable units created - \$25,000 per unit is a loan and \$20,000 per unit is a grant with ARPA funding.
- Market rate units created - \$10,000 per unit is a loan and \$10,000 per unit is a grant with ARPA funding.
- Accessible units created - \$5,000 per unit is a loan and \$5,000 per unit is a grant with ARPA funding.

## 2.4 Financing Terms for Renovated Units

- Units renovated - \$20,000 is a loan and \$5,000 is a grant with ARPA funding.

## 2.5 Loan Terms

- For all projects creating or rehabilitating units for individuals exiting homelessness, the loan shall be 1% simple interest due annually, with the principal deferred for 20 years or until sale.
- For projects that have 20% of total units set aside as affordable units, the loan shall be 1% simple interest due annually, with principal deferred for 20 years or until sale
- For all other projects, the loan shall be 2% simple interest due annually, with principal deferred for 20 years or until sale.
- Project must meet underwriting criteria, Attachment A of this document.
- A Land Use Restriction will be recorded and the affordability and income requirements will be in place as long as the funds are owed to the City.

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<sup>1</sup> Units created for individuals exiting homelessness must be working in coordination with the Continuum of Care and maybe eligible for additional funding based on need for supportive services.

- City loan is in second position to the first mortgage holder and construction loan<sup>2</sup>.
- Eligible costs are acquisition, demolition, site preparation, construction costs, architecture, and engineering.

### Section 3. Affordability Definitions

The maximum program rents will not exceed 30% of tenant's gross income AND affordable units cannot exceed the current Section 8 Fair Market Rent for the Unit as determined by the Federal Department of Housing and Urban Development (HUD). Income limits established annually by HUD. Tenants to be qualified upon initial leasing of the unit and may be require to re-certify annually. The City of La Crosse retains the right to do a property inspection to ensure property is in good working order.

### Section 4. Eligibility and Application

#### 4.1 Applicant Eligibility

- For-profit and non-profit developers with demonstrated experience managing and developing multifamily projects; demonstrated experience developing affordable housing preferred.
- Project must be for developments located within the City of La Crosse and meet the affordability definitions in section 3 of this document.
- Projects where developer owns the land or has land under a binding offer to purchase.

#### 4.2 Design Criteria and Goals

- Architectural plan should meet the City of La Crosse's Multi-Family Design Standards (<http://www.cityoflacrosse.org/DocumentCenter/Home/View/3486>). If the development includes commercial space, plans shall meet the City's Commercial Design Standards. If the project does not meet the standards, a variance must be approved.
- Plans should set a standard for quality design, through architecture and use of finishes and materials that are appropriate for the surrounding neighborhood and will be a visible and permanent expression of the historical character of La Crosse.
- The design should reinforce the public realm of open space and sense of community through appropriately scaled entries, porches, fenestration, landscaping, and architectural details.
- Primary ground floor entries to multifamily buildings should orient to street, not to interior blocks or parking lots.
- Project should agree to incorporate green-building elements greater than 150 points, as determined by Green Build and incorporate recommendations of Energy Design Assistance Program (Focus on Energy).

- Location should contribute to elimination of blight or in targeted areas for redevelopment by the City of La Crosse ([as identified in an approved City Plan](#)), preservation of historic building, or create significant additional tax base for the City (defined as over \$2 million in additional tax base).

### 4.3 Application Process

1. Meet with Planning & Community Development Staff (Staff) to determine eligibility.
2. Complete and submit application (Word Application, Excel Forms), pay the non-refundable application fee equal to 1% of funding request for each application.
3. Staff review of application, underwriting. Staff will score the application according to the criteria outlined below. Based on preliminary scoring, Staff will present applicant to Community Development Committee (CDC).
4. Evaluation of project by CDC and issues for deliberation are discussed. Approval or denial of project by CDC, commitment or rejection letter to Developer
5. Applicant secures all other sources of financing/funding.
6. Environmental Review (if ARPA and/or CDBG funds used) and approval of Development Agreement, Loan Repayment Note, Mortgage Lien, Land Use Restriction Agreement, by CDC.
7. Prior to final closing on the loan: Staff will collect the following documents:
  - A. Evidence of all secured financing, including terms and conditions
  - B. If equity is committed by the developer, evidence of available equity funds
  - C. Copy of partnership agreement or operating agreement if the applicant is a partnership or limited liability corporation. This should indicate the cash contributions by the partners or members.
  - D. Verifiable evidence of site control
  - E. Copy of construction cost estimates, construction contract, preliminary bid; and comparable to numbers presented in application
  - F. For LIHTC projects; documentation of the syndication costs (legal, accounting, tax opinion) from the organization/individuals who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund project
  - G. Agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions)
8. Staff receive draw requests and process loan disbursements

### 4.4 Application

To apply to the Fund, applicants should complete the Multi-Family Affordable Housing Project Application. The application will allow the developer to describe the proposed “development concept” and their experience both developing and operating multi-family projects. All application materials are posted on [the City’s website](#), under Community Development and Housing.

- a. For the application, complete the **WORD** document containing the Narrative Questions, divided into **SECTIONS**. (Example 3.1 Project Summary)
- b. The tabs in the **EXCEL DOCUMENT** that is divided into **Forms (Form 2, etc.)**.
- c. Add Attachments A-C in appropriate sections.

### **Project Summary**

1. Describe basic information on project sponsors, proposed ownership.

### **Project Description**

1. Project Narrative- Describe how the proposed project meets the City's goals.
2. Design Quality and Compatibility- Describe how concept would meet design criteria and green building standards.
3. Excel Tab 2a- Units by Bedroom Count and Income Levels
4. Excel Tab 2b- Project Schedule
5. Excel Tab 2c- Low Income Housing Tax Credit Self Score, if applying for LIHTC
6. Attachment A- concept plan/site and sample drawings or pictures of proposed concept.

### **Development Budget**

1. Narrative of sources and uses budget.
2. Excel Tab 3- Proposed Development Sources and Uses Budget

### **Financing Sources**

1. Financing Narrative
2. Excel Tab 4- Financing Sources

### **Project Operations**

1. Operating Pro-Form Narrative
2. Supporting Housing Services, Case Management, and Residential Support Services
3. Excel Tab 5a- Proposed Rents
4. Excel Tab 5b- Operating, Service, and Rent Subsidy Sources
5. Excel Tab 5C- Operating Pro Forma

### **Organizational Capacity**

1. General/Ownership Entity
2. Experience
3. Personnel
4. References
5. Property Management
6. Equal Opportunity/Section 3 Compliance
7. Excel Tab 6- Sponsor Experience
8. Attachment B- Up to four (4) photographs of similar projects carried out by developer.
9. Attachment C- Résumé for lead project manager

10. Attachment D- Copy of partnership agreement or operating agreement if the applicant is a partnership or limited liability corporation. This should indicate cash contributions by partners or members.
11. Attachment E- Copy of W-9 Form
12. Attachment F- If applicable, commitment letter from non-profit organization providing supportive services for the units targeted for very low-income populations.

## **Conflict of Interest Certification**

### **5.0 Evaluation of RFP**

#### **5.1 Project description and Technical Approach (20 points)**

Evaluation of organization's technical approach to the project, proposed design quality, and how well the plan meets the City's goals and vision for a multi-family development. Extent to which the project is a priority for revitalizing a distressed area of La Crosse, preserving a historic building, or adding new tax value.

- 5 Points given if supported by the recognized neighborhood association in the area (0 if not approved or not presented to neighborhood association).

#### **5.2 Financial Soundness and Capacity to Obtain Funding for Project (10 points)**

Evaluation of the financial soundness of proposed funding plan and the capacity of the developer to successfully obtain LIHTC and other funding for the project, including operating subsidies for subsidized units. If pursuing LIHTC, staff will evaluate the extent to which the self-score given for the LIHTC financing will likely to be a competitive score to receive funding.

#### **5.3 Underwriting (15 points)**

The City will analyze the proposed budget utilizing, Attachment A-Underwriting Criteria and evaluate how the proposal meets each of the criteria.

#### **5.4 Property Management and Property Management Plan (15 points)**

Reputation of the developer, owner, and/or property management company. This will be evaluated by reviewing history of orders to correct with the City, complaints, police calls to properties owned by the Developer. If proposing units for individuals who have experienced homelessness, documentation of experience with similar projects. If no previous experience in La Crosse, Staff will evaluate references provided and reputation in other communities.

Provide sufficient relevant experience and demonstrated reliable financial and organizational capacity to adequately execute property management responsibilities. Property managers should have a track record with the specific type of housing being proposed and should be guided by a sufficiently detailed property management plan that contains property and tenant

management policies and procedures including security measures to maintain a safe living environment.

**5 points-** Evaluation of the Developer’s plans to affirmatively market the availability of units in the project. Specific steps identified to reach out to marginalized and racially diverse groups in the community about the housing opportunity.

### 5.5 Supportive Housing Services (5 points)

Quality of plan to provide housing units intended for households who are homeless; where an adult in the household has a disability, including serious mental illness, chronic substance abuse, or other disabling conditions that require access to supportive services to maintain housing.

Quality of plan to establish a strong integrated referral system, including information and referral advocacy, case management, job training, self-reliance training, formation of resident association, community building activities, physical activity, GED classes, AODA meetings.

Plan to lower barriers for people experiencing homelessness (i.e. background, history, eviction)

Quality of plan to maintain property and provide services over 15-year period.

### 5.6 Organization Capacity (15 points)

The City is seeking to invest in a developer that represents a sound long-term investment of scarce housing resources. The City will evaluate whether sponsors have demonstrated experience to execute the project within budget, exercise independent judgment, and perform actions necessary to achieve the project directives, secure all the necessary funding, and operate the development over the long-term.

**Total: 80 POINTS**

**(A MINIMUM POINT THRESHOLD OF 55 IS REQUIRED TO BE CONSIDERED FOR FUNDING)**

### 5.7 Evaluation Conditions

The City reserves the right to reject any or all proposals or parts of proposals and to negotiate modifications of proposals submitted. All proposals become property of the City of La Crosse once submitted. The successful applicant will sign a contract including the standard terms and conditions (both city and federal) listed in Attachment B.

## **ATTACHMENT A. UNDERWRITING STANDARDS**

1. **Ratio of Soft Costs to Total Project Costs-** The budget will be compared to other proposals based on ratio of soft costs to total project costs. 15% or less given highest score, over 30% costs which are soft costs will be given lowest score.
2. **Cost Reasonableness-** The development budget will be compared to similar projects based on a total cost per unit basis.
3. **Total professional soft costs** should not exceed 24% of the total project cost (professional soft costs are defined as the total architectural fees, survey costs, engineering fees, appraisal, market study, environmental report, title and recording fees)
4. **Maximum rents:** The project rents (plus utilities) for affordable units should fall at or below the maximum rent allowed for the targeted income as described in these policies.
5. **Developer fees may not exceed the following limits:**
  - For new construction- no greater than 15% of the total development costs, excluding the developer fee, construction consulting fee, and capitalized reserves for the first 50 units, and no more than 8% of the total development costs, excluding the developer fee, construction consulting fee, capitalized reserves for 51 units and over
  - For acquisition/rehabilitation, adaptive re-use projects, in which the ownership is not changing (including if the existing entity is an affiliate of the new entity), a maximum total development costs minus total developer fee as follows: first 50 units 10%, units 51 and over – 5%.
6. **General Contracting Fee Limits**
  - **Contractor's Profit:** The maximum contractor profit is 6% of net construction costs. Net construction costs defined as construction costs and on-site work, not including contractor profit, general requirements and overhead.
  - **General Requirements:** The maximum general requirements allowed are 6% of the net construction costs. Cost to be considered include: on-site supervision, signs, field office expenses, temporary sheds and toilets, temporary utilities, equipment rental, clean-up costs, rubbish removal, permits, watchmen's wages, material inspections and tests, all of the general contractor's insurance (except builders' risk), temporary walkways, fences, roads, and other similar expenses.
7. **Debt service coverage:** 1.15 minimum for year 1 and minimum of 1.00 for years 2-20. Should the project reflect a negative cash flow, an operating deficit reserve account will be required to be capitalized at the initial closing to satisfy any deficit.
8. **Vacancy Rate:** Expected to range from 5% - 7% for residential, 20% for commercial.

9. **Asset Management Fee:** Up to \$25 per unit per month, minimum of \$5,000 annually. This fee should be the last operating expense paid after debt service.
10. **Property Management Fee:** Up to \$60 per unit per month based on the size of development.
11. **Replacement Reserves:** Initial deposit- A replacement reserve analysis will include an inventory of the existing components in the development, their costs, effective ages, and effective useful lives. Ongoing deposits- \$300-\$450 per year.
12. **Operating reserves-** The minimum operating reserves is 4-6 months of operating expense, debt service, and replacement reserves.
13. **Underwriting projection period (to be show on the cash flow):** 15 years from stabilized occupancy.
14. **Sources and Uses Analysis:** All sources (both public and private) must be identified with dollar amounts and timing and availability of each source.
15. **Support services:** The appropriate level of support services for the homeless many need to be an ongoing operating expense. County/HUD/other funding should be identified by the developer.

## **ATTACHMENT B. CONTRACT TERMS AND CONDITIONS**

\* These terms and conditions are all inclusive. They may not apply depending on the source of funding.

1. **CDBG:** Eligible activities include: acquisition of property, relocation, moderate or substantial rehabilitation of units, and other reasonable expense (not associated with new construction) necessary for the development of affordable, non-luxury rental housing.
2. **ACCESSIBILITY REQUIREMENTS SECTION 504 (24 CFR PART 8):** New construction projects with 5 or more units or rehabilitation projects with 15 or more units and rehab costs of more than 75% of the replacement cost of the completed facility must have a minimum of 5% of the units (but at least one unit) be accessible to mobility-impaired and an additional 2% (but at least one unit) be accessible to sensory-impaired. Units in compliance with the Uniform Federal Accessibility Standards (UFAS) are deemed in compliance with Section 504. CPED encourages developers to use good faith efforts to follow Section 504 rules for those projects that are not required to comply with Section 504.

## **OTHER HUD STANDARD CONTRACT TERMS AND CONDITIONS**

1. Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2008d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.
3. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.
4. Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally-assisted programs and activities.

6. Federal Executive Order 11246, as amended by Executive Order 12086 and regulations at 41 CFR Chapter 60, which require nondiscrimination in employment for federally-assisted contracts and assures that contractors are fully informed of affirmative action requirements.
7. Use of debarred, suspended, or ineligible contractors (24 CFR Part 24).
8. The Conflict of Interest provisions that no person who is an employee, agent, consultant, officer, elected official or appointed official of the City, who exercises or has exercised any functions or responsibility with respect to such funds being provided by the City or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, will obtain a personal or financial interest or benefit from the project, or have any interest in a contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, except for approved eligible administration or personnel costs.

## **Attachment C. City of La Crosse Standard Contract Terms and Conditions**

These are subject to modification at any time by the City of La Crosse and the final agreement with the City will include other provisions not in this agreement. Successful applicant will agree to abide by the City's Standard Contract Terms and Conditions.

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

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

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

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

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

6. COMPENSATION. Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum,

must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

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

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

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

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

persons or property. Except as otherwise provided in this Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

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

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

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

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

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

i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

ii. Contracting Party shall maintain limits no less than the following:

1. General Liability. One million dollars (\$1,000,000.00) per occurrence (\$1,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.

2. Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Six million dollars (\$6,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

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

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

i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.

ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.

iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon,

or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.

vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

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

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

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

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

14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers. Nothing in this Agreement is intended or shall be

construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

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

16. Intentionally omitted.

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

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

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

20. NOTIFICATION. Parties shall:

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

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

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

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

22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

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

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and

omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

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

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

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

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. . 2

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

documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

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

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

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

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows: To the City: Attn. City Clerk Copy to: Attn. City Attorney City of La Crosse City of La Crosse 400 La Crosse Street 400 La Crosse Street La Crosse, WI 54601 La Crosse, WI 54601 Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

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

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records

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

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

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

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

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

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses,

permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

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

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

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

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

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

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

Revised: 06.21.19



# CITY OF LA CROSSE

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID

Caption

Resolution to add ARPA funding to the Affordable Housing Revolving Loan Program

Staff/Department Responsible for Legislation

Planning, Development and Assessment

Requestor of Legislation

Diane McGinnis Casey

Location, if applicable

Summary/Purpose

City council approved resolution 22-0259 to commit \$1,025,000 to expand the Affordable Housing Revolving Loan Program to incentivize both new construction and rehabilitation of affordable rental units. This resolution includes the approval of the implementation policy.

Background

The city created the Affordable Housing Revolving Loan Program with as TIF 6 was ending. This policy provides developers with resources targeted to primarily developing or improving affordable housing, but also market rate housing. This policy has been amended to include additional funds from ARPA. The ARPA portion of assistance would be granted to the developer while the CDBG and/or TIF source funds would be a loan. This assists developers with gap financing because when affordable units are created the developer cannot charge more than 30% of tenants income for rent. Developers that are targeting units to lower incomes struggle to cash flow projects due to lower rents. These funds will assist financing these types of projects.

Fiscal Impact

\$1,025,000 - Currently allocated to this program from Resolution 22-0259

Staff Recommendation

Staff recommend approval of this resolution. These policy changes incorporate the ARPA funding as directed by Council in resolution 22-0259.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1515

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving American Rescue Plan Act (ARPA) funding to support Replacement Housing Program for 2023.

RESOLUTION

WHEREAS, the Common Council approved Resolution 22-0724 to financially support the 2022 construction year to continue the Replacement Housing Program in partnership with Western Technical College; and

WHEREAS, the HOME funds from the U.S. Department of Housing and Urban Development funds will be used to support the construction of three properties currently being built in the City in 2023; and

WHEREAS, a financial gap still exists of \$170,000 to complete these projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the investment of \$170,000 of the ARPA unrestricted funds to complete the construction of three homes currently in progress. This program exists to address blighted properties within the City and increase decent, safe and sanitary housing within the City of La Crosse according to the Community Development Housing Programs. The Community Development Committee has oversight of the administration of the programs including acquisition, disposition of property, and the governance of revenue and expenditures of the program.

BE IT FURTHER RESOLVED that Planning, Development and Assessment Department are authorized to effectuate this resolution.



# CITY OF LA CROSSE

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID

22-1515

Caption

Resolution approving ARPA funding to support Replacement Housing Program for 2023

Staff/Department Responsible for Legislation

Planning, Development and Assessment

Requestor of Legislation

Diane McGinnis Casey

Location, if applicable

Summary/Purpose

To complete construction of 3 homes within the city, in partnership with Western Technical College, for the Replacement Housing Program.

Background

The City has been utilizing funds from U.S. HUD to acquire dilapidated properties and rebuild new housing with Western Technical College and Central High School since 1996. The City has seen a decrease in federal funding of the HOME program by half due to federal funding cuts and increase in number of entitlement communities. At the same time we have seen a dramatic increase in the cost of materials. The City currently has 3 homes under construction and a funding gap exists to complete these projects to bring them to the market for sale.

Fiscal Impact

170,000

Staff Recommendation

Staff recommend approval of the resolution to complete these projects in 2023. These homes can not be sold as is because they are incomplete. It is critical the program completes them for affordable housing to households within the city, increase the tax base and provides learning opportunities with our educational partners.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1520

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution authorizing the City of La Crosse to submit an application to Wisconsin Economic Development Corporation (WEDC) for the Vibrant Spaces Grant Program.

RESOLUTION

WHEREAS, the City of La Crosse has been notified of a pilot grant program from the Wisconsin Economic Development Corporation (WEDC) called Vibrant Spaces; and

WHEREAS, the purpose of the grant is to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life by supporting public gathering places that foster community connections and provide accessible locations for programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses; and

WHEREAS, said grant application requires a Council Resolution to be submitted with the application which is due January 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City of La Crosse to apply for the Vibrant Spaces Grant.

BE IT FURTHER RESOLVED that the Mayor and Director of Planning, Development and Assessment are hereby authorized to take any and all steps necessary to effectuate this resolution.

## NEW PROGRAM ALERT

# VIBRANT SPACES GRANT



### PILOT GRANT TO ASSIST WITH PLACEMAKING EFFORTS

Creating vibrant and engaging communities helps communities recruit and retain residents, sustaining a robust labor force and enhancing the quality of life. Creating public gathering places in the heart of our communities fosters community connections and creates accessible locations for programming and amenities desired by local residents, with the additional benefit of boosting foot traffic for nearby businesses.

If your community has a vacant or underutilized space within a key commercial corridor, this grant could be your opportunity to create a community gathering space.

#### Competitive projects will:

- » Incorporate multiple improvements within or associated with one public space
- » Demonstrate community engagement and support via a community document/plan and/or letters of support from public, private and civic partners
- » Be ready to begin construction during 2023
- » Increase the number and types of audiences using the space
- » Create visible and lasting transformation that fosters public activity

#### Review criteria:

- » Creation of visible and pedestrian-oriented public space
- » Potential of the space to attract multiple user groups and activities
- » Impact of the project on the community, district and nearby businesses
- » Demonstrated community support for the project (multiple funding partners, civic organization participation)
- » Ability of the project to be started in 2023



**GRANTS OF  
\$25,000-\$50,000**

to help local communities  
develop and enhance  
public spaces

#### KEY PROGRAM FACTS

- » 1:1 match required
- » **Application deadline:**  
Jan. 31, 2023
- » Local government applicants only
- » One application per community
- » Competitive application cycle with up to 30 grants awarded



## NEW PROGRAM ALERT

# VIBRANT SPACES GRANT

## APPLICATION PROCESS

Those interested in applying for the Vibrant Spaces Grant should:

- 1) Talk to your local municipality, since they will need to serve as the lead applicant.
- 2) To access more information, FAQ page and the webinar recording, visit <https://wedc.org/programs-and-resources/vibrant-spaces/>
- 3) Reach out to your WEDC regional economic development director for a program application. Map and contact info: [wedc.org/inside-wedc/contact-us/#regional](https://wedc.org/inside-wedc/contact-us/#regional)
- 4) Collect relevant documents:
  - a. Municipal resolution to apply
  - b. Community plan, community document and/or letters of support that identify the project as a positive community investment
  - c. Completed budget and cost estimates
  - d. Photos and plans for the space (pictures of the amenities to be installed or project renderings)
- 5) Write a narrative about the space. Who uses it now? What is the vision for the space? How will the district and community benefit from the public space transformation?
- 6) Upload application to Network Wisconsin by Jan. 31, 2023.

## THE FINE PRINT:

### » Eligible activities include:

- o Public space improvements (projects activating alleys, programmable park spaces, vacant parcels and underutilized parking lots)
- o Public space enhancements (e.g., public art, landscaping, benches, bike racks)
- o Public signage (wayfinding, interpretive signage, kiosks associated with the space)
- o Public infrastructure (restrooms, water features, electrical, lighting)
- o Seasonal equipment with the intent to use annually (tables, chairs, umbrellas, heaters)

### » Ineligible activities and costs include:

- o Building improvements, other than restrooms for public space use
- o District- or community-wide improvement projects
- o Events, staffing, programming, ongoing maintenance
- o Private spaces not accessible to the public
- o Activities eligible to be funded through other WEDC programs
- o Ineligible for grant or match: Past costs, in-kind contributions, indirect expenses/soft costs

## EXAMPLE PROJECTS



DE PERE



RIPON



ASHLAND



OSCEOLA



# CITY OF LA CROSSE

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID	Caption
22-1520	Authorization to submit a Vibrant Spaces Grant

Staff/Department Responsible for Legislation  
Julie Emslie, Economic Development Administrator

Requestor of Legislation  
Julie Emslie, Economic Development Administrator

Location, if applicable

Summary/Purpose  
The Wisconsin Economic Development Corporation recently launched a pilot grant program called Vibrant Spaces. The purpose of the grants is to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life by supporting public gathering places that foster community connections and provide accessible locations for programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses. The grant application requires a Council Resolution authorizing the City to apply.

Background  
Staff is working with the Arts Board to finalize the potential project that will be applied for. The application was provided to the City on November 30 and is due by January 31, 2023.

Fiscal Impact  
Up to \$50,000 in grant award. The grant requires a 1:1 match.

Staff Recommendation  
Staff recommends approval.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1523

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to construct the Wagon Wheel Trail.

#### AMENDED RESOLUTION

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

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

WHEREAS the City Planning, Development, and Assessment Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for, and received, a Transportation Alternative Program grant in the amount of \$4,010,400 to fund 80% of the estimated cost to construct the Wagon Wheel Trail; and

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

WHEREAS, a request will be submitted for the 2024-2028 CIP Budget to fund construction and partial design of the project where, upon completion, 80% of the total construction costs up to \$4,010,400 ~~of the construction costs~~ will be reimbursed back to the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached State/Municipal Agreement Project I.D. 5991-07-72/73 to accept and receive funding for the project.

BE IT FURTHER RESOLVED that the project would begin 2024 and completed in 2025.

BE IT FURTHER RESOLVED that the Directors of Finance, and Planning, Development, and Assessment Departments are hereby authorized to effectuate this resolution.

Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to construct the Wagon Wheel Trail.

RESOLUTION

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

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

WHEREAS the City Planning, Development, and Assessment Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for, and received, a Transportation Alternative Program grant in the amount of \$4,010,400 to fund 80% of the estimated cost to construct the Wagon Wheel Trail; and

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

WHEREAS, a request will be submitted for the 2024-2028 CIP Budget to fund construction and partial design of the project where, upon completion, \$4,010,400 of the construction costs will be reimbursed back to the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the State/Municipal Agreement Project I.D. 5991-07-72/73 to accept and receive funding for the project.

BE IT FURTHER RESOLVED that the project would begin 2024 and completed in 2025.

BE IT FURTHER RESOLVED that the Directors of Finance and Planning, Development, and Assessment Departments are hereby authorized to effectuate this resolution.



**STATE/MUNICIPAL AGREEMENT FOR A INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT**

Subprogram #: 290  
Program Name: TAP

Date: **October 19, 2022**  
I.D.: **5991-07-72/73**  
WisDOT UEI (Unique Entity Identifier) #: **CBE4JHP1S8H7**  
Project Sponsor UEI #: **To Be Determined**  
FAIN ID: **To Be Determined**  
Project Title: **C La Crosse, Wagon Wheel Trail**  
Location/Limit: **La Crescent MN to C La Crosse**  
Project Length (if applicable): **1.33 miles**  
Project Sponsor: **City of La Crosse**  
County: **La Crosse**  
MPO Area (if applicable): **La Crosse MPO**

The signatory, the **City of La Crosse**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility – The completion of the Wagon Wheel Trail Link from La Crosse to La Crescent would create a connection between; the economic and employment centers of both communities, intercity/interstate/intrastate transit, four schools, Regional Bicycle Route 1, the Mississippi River Trail (MRT), La Crosse’s shared-use trail network, the original Rails to Trails segment in Sparta, La Crosse/La Crescent; parks, beaches, and greenspace, the Upper Mississippi National Wildlife and Fish Refuge, and the Great River Road.**

**Proposed Improvement – The proposed improvements will begin at the terminus of the existing Wagon Wheel Trail and terminate Third Street in downtown La Crosse. The proposed improvements are to construct a separate bicycle and pedestrian bridge structure to the north of the existing West Channel Bridge, widen the existing north sidewalk to create a 10-foot wide shared-use trail between West Channel Bridge and underpass west of the Cass Street Bridge, widen the sidewalk to a 10-foot wide shared-use path south of USH 14 between existing RRFB and Cameron Street Bridge, and install/modify signage & pavement markings.**

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$4,010,400 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$4,010,400 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date: 8/25/2022**

**Commencement deadline: 8/25/2026**

**Completion deadline: 6/30/2029**

**The project commencement deadline is fixed by statute and may not be extended.**

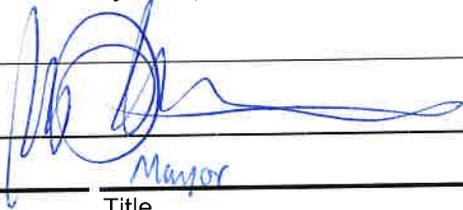
The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>Design ID 5991-07-72</b>					
Design	\$0	\$0	0%	\$0	100%
State Review	\$28,200	\$0	0%	\$28,200	100%
<i>Project Totals</i>	\$28,200	\$0		\$28,200	
<b>Construction ID 5991-07-73</b>					
Participating Construction	\$4,709,000	\$3,766,899.43	80%	\$942,100.57	20% + BAL
Construction Engineering	\$280,000	\$223,982.13	80%	\$56,017.87	20% + BAL
State Review	\$24,400	\$19,518.44	80%	\$4,881.56	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<i>Project Totals</i>	\$5,013,400	\$4,010,400		\$1,003,000	
<b>Total Est. Cost Distribution</b>	<b>\$5,041,600</b>	<b>\$4,010,400</b>	<b>MAX*</b>	<b>\$1,031,200</b>	<b>N/A</b>

\*This project has a TAP federal funding maximum of \$4,010,400. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of:  (please sign in blue ink)		
<u>Mitch Reynolds</u>	<u>Mayor</u>	<u>10/26/2022</u>
Name	Title	Date
Signed for and in behalf of the <b>State</b> _____ (please sign in blue ink)		
_____	_____	_____
Name	Title	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping.
  - h. Preliminary Engineering.
  - i. State Review Services.
  - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals

contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.
  - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
  - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is

contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$4,010,400 is cumulative for all federal funded project phases.

**[END OF DOCUMENT]**

Resolution authorizing acceptance of Department of Transportation - Transportation Alternative Program grant funding.

RESOLUTION

WHEREAS, the City of La Crosse is applying for a Wisconsin Department of Transportation - Transportation Alternative Program (TAP) grant to fund the Wagon Wheel Trail connection and other proposed bicycle-pedestrian projects which may emerge from committee or community feedback; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) requires a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor; and

WHEREAS, the City of La Crosse commits to funding 100% of the project initially and will seek the 80% reimbursement after project completion. WisDOT reimburses project sponsors 80% of the approved TAP project costs and the City would be responsible for 20%.

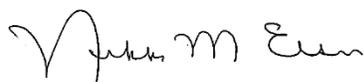
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that if the City of La Crosse is awarded funding by WisDOT for the 2022-2026 TAP award cycle, the City of La Crosse is authorized to and agrees to accept the award and enter into all necessary agreements with WisDOT for the above-referenced project and commits to securing the matching funds.

BE IT FURTHER RESOLVED that the City of La Crosse agrees to comply with all applicable laws, requirements and regulations as outlined in the WisDOT 2022-2026 TAP application materials, the state-municipal agreement between WisDOT and City of La Crosse, and any other program and/or project documentation.

BE IT FURTHER RESOLVED that the Director of Engineering and Public Works, Director of Planning, Economic Development and Assessment and Director of Finance & Human Resources are hereby authorized to perform all duties to effectuate this resolution.

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*I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on November 11, 2021.*



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*Nikki M. Elsen, WCMC, City Clerk  
City of La Crosse, Wisconsin*



## WisDOT 2022-2026

### Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.

As discussed in the WisDOT TAP Guidelines, this application will go through a two-step process. The first step will be an assessment by the region as to eligibility and whether or not the project will be able to meet the rigorous, statutorily mandated commencement deadline. The second step will be an assessment of the relative merits of the application compared to other eligible applications. **Applicants will be notified if their application is found ineligible.**

#### Application Type

**Select one and only one box for the application type.** Please note that projects which are within the boundaries of a TMA will need to either compete locally within the MPO or as part of the Statewide solicitation. Refer to this map (<http://wisconsindot.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

- Appleton Area Metropolitan Planning Organization (MPO) –
- Green Bay MPO
- Madison Area MPO
- Southeastern Wisconsin Regional Planning Commission (Milwaukee OR Round Lake Beach)

If none of the above, project application is from:

- Area with population between 5,000 and 200,000
- Area with population of 5,000 or less
- Region-wide:           % of population within a TMA area  
  % of population between 5000 and 200,000

#### Project Applicant

##### Name, Location of Public Sponsor and Sponsor Type:

Sponsor Name: **City of La Crosse**

Sponsor Type (Check appropriate box):

- Local government (check one):  County    City    Village    Town
- Regional transportation authority    Transit agency
  - State or federal natural resource/public land agency
  - School district or school(s)
  - Non-Profit entities responsible for administration of local transportation safety programs
  - Tribal Nation

Project Title: **Wagon Wheel Trail Link**

Describe location, boundaries and length of the project: **Beginning at the eastern terminus of La Crescent Minnesota's Wagon Wheel trail at the border of Minnesota and Wisconsin, running east to to the eastern end of Cameron Avenue Bridge in Downtown La Crosse. The project is approxiamtely 7000 ft or 1.33 miles long.**

County: **La Crosse**

Street Address of Project (if located on a highway or road): **U.S. Highway 14**

**Note: For infrastructure projects, attach an electronic project location map in PDF Format, size 8½ by 11.**

## Project Contact

### Primary Public Sponsor Agency Contact Information:

Name: **Jack Zabrowski** Title: **Associate Planner** Street Address: **400 La Crosse St.** Phone: **(608)789-8676**  
Municipality: **La Crosse** State: **WI** Zip: **54601**

Secondary E-mail: [zabrowskij@cityoflacrosse.org](mailto:zabrowskij@cityoflacrosse.org)

### Secondary Public Sponsor Agency or Private Organization Contact Information (if applicable):

Organization / Agency Name: **City of La Crosse**

Name: **Tim Acklin** Title: **Senior Planner** Street Address: **400 La Crosse St.** Phone : **(608) 789-7512**  
Municipality: **La Crosse** State: **WI** Zip: **54601**  
E-mail: [acklint@cityoflacrosse.org](mailto:acklint@cityoflacrosse.org)

### Head of the Local Public Sponsor Agency or Private Organization Contact Information:

Organization / Agency Name: **City of La Crosse**

Name: **Mitch Reynolds** Title: **Mayor** Street Address: **400 La Crosse St.** Phone : **(608) 789-7500**  
Municipality: **La Crosse** State: **WI** Zip: **54601**  
E-mail: [reynoldsm@cityoflacrosse.org](mailto:reynoldsm@cityoflacrosse.org)

## MPO, if applicable

Select one, if applicable,

- Bay Lake RPC (Sheboygan),
- Brown County Planning Commission (Green Bay)
- Chippewa-Eau Claire MPO (WCWRPC – Eau Claire)
- Duluth/Superior Metropolitan Interstate Committee (Superior)
- East Central Wisconsin RPC (Appleton, Oshkosh)
- Fond du Lac MPO (Fond du Lac)
- Janesville MPO (Janesville)
- La Crosse Area Planning Committee (La Crosse)
- Madison Area MPO (Madison)
- Marathon County MPO (Wausau)
- Southeastern Wisconsin RPC (SEWRPC - Waukesha)
- Stateline Area Transportation Study (Beloit)

Refer to this map (<http://wisconsin.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

### MPO Project Prioritization

If an MPO is submitting more than one project in an urbanized area within an MPO, the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:** TAP applications will be prioritized By the LAPC's (MPO) Committee on Transit and Active Transportation on March 9, 2022.

**Please Note: MPO Project Prioritization is due by January 28, 2022.**

## Project Activity

### TAP Eligibility Category:

Indicate which **ONE** of below categories best identifies the proposed project:

- Bicycle-Pedestrian Facilities: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation (**this category includes on-road bicycle lanes, sidewalks, etc.**)
- Safe routes for non-drivers, including children, older adults, and individuals with disabilities
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- Construction of turnouts, overlooks, and viewing areas
- Historic preservation and rehabilitation of historic transportation facilities
- Safe Routes to School (SRTS) (this category includes infrastructure and non-infrastructure activities)

**NOTE:** Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-5 below.

**Project Summary** (400 words or less). Please copy and paste your response from a Word Document.

Applicants must fill out the project summary field below. This summary is also the first question in the narrative section.

Completion of the Wagon Wheel Trail Link from La Crosse to La Crescent would create a connection between; the economic and employment centers of our communities, intercity/interstate/intrastate transit, four schools, Regional Bicycle Route 1, the Mississippi River Trail (MRT), La Crosse's shared-use trail network, the original Rails to Trails segment in Sparta, La Crosse/La Crescent; parks, beaches, and greenspace, the Upper Mississippi National Wildlife and Fish Refuge, and Great River Road.

The Wagon Wheel trail link opens a world of opportunities for bicycling as; outdoor recreation, transportation, and tourism. This connection serves not only utilitarian bicycle commuters but Wisconsin recreational cyclist who can access to the hundreds of miles of quiet rural Minnesota roads. Completion of the Wagon Wheel Trail Link affords people living in densely populated urban areas of La Crosse easy non-motorized access to nature. The Wagon Wheel Trail Link would grant access to the historic Pettibone Beach house and Pettibone Beach for people not comfortable bicycling or walking on the shoulder of US Highway 14. The proposed improvements will begin at the terminus of the current Wagon Wheel Trail, just west of the West Channel Bridge, continuing east across the Cameron Street Bridge and terminating at Third Street in Downtown La Crosse. Moving west to east through the corridor we will:

- Construct a separate bicycle and pedestrian bridge structure to the north of the existing West Channel Bridge.
- Widen existing north sidewalk to create 10 foot shared-use trail between West Channel Bridge and underpass west of the Cass Street Bridge.
- Widen sidewalk to 10 foot shared-use trail south of US Highway 14 between existing RRFB and Cameron Bridge.
- Install and/or modify signage and pavement markings where required, mainly at each end of the main channel Mississippi River bridges.

Significant investment has been made to create this connection, the City of La Crescent and State of Minnesota have spent more than \$ 1.7 million to-date to build their portion of the Wagon Wheel Trail and will complete a \$3.5 million highway overpass in the Summer of 2022. Completion of the Wagon Wheel Trail link would not only connect our community to La Crescent, but everything to the west of the Mississippi River.

## Project Benefit

Check all applicable project benefits, then describe in application narrative:

- ENVIRONMENTAL**
    - Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
    - Increases access and connection to the natural environment.
  - PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.
  - ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific “communities of concern,” including elderly, disabled, minority, and low-income population? The project within close proximity of public parks, schools, libraries, public transit, employment and/or retail centers, and residential areas. The project improves low income access to transit, jobs, education, and essential services.
  - SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
    - Collision data
    - Lack of adequate safe crossing or access
    - Lack of separated facility
    - High speed/volume
    - Provides sidewalk or pathway, with curb-cuts
    - Provides bike lanes, markings, and signage
    - Implements traffic calming measures
    - Signage and/or markings directed to safety concern
    - Provides crosswalk enhancement (striping, refuge island, signal, etc.)
- For SRTS Projects there is:**
- Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
  - Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
  - Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
  - High level of parental concern documented in survey data.
  - Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
  - Children are walking but application shows that unsafe conditions exist.
- HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.
  - ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

## Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board).

Yes  No

Please note that a resolution **will be required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM April 18, 2022**.

**Existing Facilities & Projects that Impact the Proposed Project**

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits?  Yes  No  
 If yes, specify: Choose an item.

If yes, does the project physically cross a rail facility?  Yes  No  
 Owner of Rail Facility:

Will an easement from OCR be required?  Yes  No

Is the proposed project location in an area with known safety issues?  Yes  No  
 If yes, specify: **bicycle crash per DOT data** and (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)

Is this project on or parallel to a local road or street?  Yes  No  
 If Yes, provide the name of the road or street: **Cameron Ave.**

Does this project cross a state or federal highway?  Yes  No  
 Does this project run parallel to a state or federal highway?  Yes  No  
 If Yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5 attachment 5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project?  Yes  No  
 If Yes, specify if this is a state, county, or local project and when the road project is scheduled for construction:

Will any exceptions to standards be requested?  Yes  No  
 If Yes, provide a brief description of the exceptions that may be requested:

**Real Estate (RE) /Right of Way (ROW)**

Was any real estate acquired or transferred in anticipation of this project?  Yes  No  
 If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

Is the project on an existing right of way (ROW)?  Yes  No  
**(NOTE: It is recommended that local funds be used to acquire right of way)**  
 If Yes, have you obtained a permit from the WisDOT Regional Office Maintenance Section to conduct work on the right of way?  Yes  No

**Check all boxes that apply to ROW acquisition for this project:**

None  Less than ½ acre  More than ½ acre  
 Parklands  Large parcels  Temporary interests

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

**City of La Crosse installed rectangular rapid flashing beacons using City of La Crosse Capital Improvement Funding in 2020 to facilitate crossing of US Highway 14.**

**If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:  
<http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch11.pdf>.

**PLEASE NOTE:** Except for existing or new sidewalks, and existing bicycles or pedestrian pathways, State law prohibits the use of condemnation to establish or extend a recreational trail, a bicycle way, a bicycle lane, or pedestrian way. Refer to Section 6.3.5, Condemnation Limitations, found in the LP RE Manual:

<https://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation?

Yes  No

If yes, Please read Section 6.2, Relocation Assistance, found in the *LP RE Manual* to determine if relocation assistance was properly offered and documented: <http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch6.pdf>

Does the project include the need for new ROW for a sidewalk, recreational trail, or bike/pedestrian way?

Yes  No

If right of way is required, acquisition will occur through a transfer of an adequate interest in real property.

Yes  No

**For real estate questions, please contact Abigail Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (414) 220-5461 or [Abigail.Ringel@dot.wi.gov](mailto:Abigail.Ringel@dot.wi.gov)**

### Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Archaeological sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Historical sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Designated Main Street area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Lakes, waterways, floodplains	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Storm water management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Upland habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Section 4(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Section 6(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			

## Miscellaneous Issues

**Construction Schedule Restrictions** (trout, migratory bird, local events):

**Local Force Account (LFA):** Will the proposed project utilize municipal employees to complete any portion of the construction activities?  Yes  No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

**Maintenance** (only complete this section if project application involves a trail project):

Will the facility be snowplowed in the winter?  Yes  No

Comment:

If no to the above question, will the trail allow snowmobile use in the winter?  Yes  No

Comment:

Anticipated fee for trail use:  Yes  No

Comment:

Anticipated equestrian use on trail:  Yes  No

Comment:

**Other Concept Notes:** Provide any additional relevant project information that has not been covered in another section of the application.

## School Demographics (Complete ONLY if submitting a project within the SRTS Programming / Planning eligibility category)

**What are the name(s) and demographics for each school affected by the proposed program or project?**

**Optional: Alternatively, SRTS project applicants may submit a narrative response detailing school demographics provided that all fields below are answered in such attachment.**

School name:                      School population:                      Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus:                      Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school:                      Community(s) population:

## Safe Routes to School Infrastructure (Complete ONLY if submitting a project within the SRTS eligibility category)

**Does your school or community have a Safe Routes to School plan?**  Yes  No

If yes, can it be viewed online?  Yes, the website address is                       No, it is attached with the application.

If no; in no more than 400 words, attach a Word document describing any SRTS-related planning efforts undertaken by the school or community.

**CONFIDENTIAL INFORMATION**

**Project Costs, Priorities, and State Fiscal Years:**

**NOTE: Do not include pages A-7 and A-8 in the Concept Definition Report (CDR) for approved TAP projects.**

Complete the table below for the appropriate fiscal years of the application/project cycle (2022-2026). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description.

In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel.** This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike trail section that could function as a separate facility. Project requests are not considered for partial funding.

Applicants may work with the Local Program Manager within their region for assistance to more accurately estimate costs. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

**NOTE: Requesting design and construction projects in the same fiscal year is not allowed.**

**Project Prioritization**

If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority: 2**

**Design:**

100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

80% Federally Funded (“state review only” projects are not allowed)

FY 2023     FY 2024     FY 2025

**NOTE: Requesting design and construction projects in the same fiscal year is not allowed.**

	Total Funding	Federal Funding	Local Funding
<b>A. Design Plan Development</b>	\$	\$	\$
<b>B. State Review for Design</b> (provided by WisDOT Region)	<b>\$11,760</b>	\$	<b>\$11,760</b>
<b>Total Design Cost Estimate with State Review</b> (sum lines A and B)	<b>\$11,760</b>	\$	<b>\$11,760</b>

**Construction:**  
**Basis for Construction Estimate:**  Itemized  Per Square Foot  Past Projects  
 Other, please specify:  
**Schedule Preference:**  FY 2024  FY 2025  FY 2026

	Total Funding	Federal Funding	Local Funding
--	---------------	-----------------	---------------

Total Participating Construction Cost	\$4,709,000	\$3,767,200	\$941,800
Total Non-Participating Construction Cost	\$	\$0	\$
<b>A. Subtotal Construction Costs</b>	<b>\$4,709,000</b>	<b>\$3,767,200</b>	<b>\$941,800</b>
<b>B. Construction Engineering Costs</b> (Coordinate with WisDOT Region)	<b>\$280,000</b>	<b>\$224,000</b>	<b>\$56,000</b>
<b>C. State Review for Construction</b> (Provided by WisDOT Region)	<b>\$24,400</b>	<b>\$19,520</b>	<b>\$4,880</b>
<b>Total Construction Cost Estimate with Construction Engineering and State Review</b> (sum lines A, B and C)	<b>\$5,013,000</b>	<b>\$4,010,720</b>	<b>\$1,002,680</b>

**Real Estate:** (Recommend funding with local funds.)  
 FY 2023  FY 2024  FY 2025  
**Total Real Estate Cost** (round to next \$1,000) **\$0**

**Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)  
 FY 2023  FY 2024  FY 2025  FY 2026  
**Total Utility Cost** (round to next \$1,000) **\$0**

**Other:** (Planning or SRTS Non-Infrastructure Programming):  
 FY 2023  FY 2024  FY 2025  FY 2026  
**Total Other Cost** (round to next \$1,000) **\$0**

**NOTE:** WisDOT Policy link: <http://wisconsin.gov/rdwy/fdm/fd-18-01.pdf>.

**NOTE:** WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

### Narrative Response

Provide a narrative response attachment answering questions 1 through 6, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size and a 1-inch margin**.

#### 1. PROJECT DESCRIPTION AND OVERVIEW.

This is the summary from page A-3 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief. Limited to about 400 words.

## **2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT**

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan, describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project. Provide data that supports the selection of your project.

## **3. PROJECT UTILITY & CONNECTIVITY**

### **For Infrastructure Projects**

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian and transit facilities. Make specific reference to distance between modal connections and destinations. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, other. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

### **For Planning Projects**

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

### **For Safe Routes to School Programming Projects**

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

## **4. PROJECT BENEFIT– ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, & SAFETY**

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

*NOTE: A TAP projects should contribute to a community benefit. Projects that contributes to more than one benefit or have significant impact on a particular benefit will receive more points.*

## **5. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL**

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and in light of project obstacles, describe how the project sponsor will comply with state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete

streets ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

### Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

**WisDOT will deem ineligible any application that does not provide confirmation to this section.**

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**
- g. If applying for a bicycle facility, it is understood that All Terrain Vehicles (ATVs) are not allowed. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. The project sponsor agrees to maintain the project for its useful life. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.

- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.
- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. \*\*\*For 100% locally-funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally-funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: *Jack Zabrowski*

Title: *Associate Planner City of La Crosse*

Accepted (please initial here): *JZ*

### Fiscal Authorization and Signature

Application prepared by a consultant?  Yes  No

If yes, consultant information and signature required below.

Consultant Company Name: \_\_\_\_\_ Company Location (City, State): \_\_\_\_\_

Consultant Signature (electronic only): \_\_\_\_\_

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

**NOTE:** On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a.) uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b.) uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In either case, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality. See FDM 8-5-3 for additional information: <https://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf#fd8-5-3>

Sponsor Agency: **City of La Crosse**

Contact Person: **Jack Zabrowski** (Note: must be Head of Government or Designee)

Title: **Associate Planner**

Address: **400 La Crosse St.**

Telephone: **608-381-1033**

Email: **[zabrowskij@cityoflacrosse.org](mailto:zabrowskij@cityoflacrosse.org)**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below is confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

**Head of Government/Designee Signature (electronic only): *Jack Zabrowski* Date: **1/27/22****

### Application and Attachments Checklist

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on January 28, 2022**, and must include the following documents:

- A completed application **in Microsoft Word format**
- Narrative Response: maximum of **three double-spaced** pages, **11-point font size with 1-Inch margins**
- Cost Estimate Detail as required in the **'Project Costs and Dates'** section of this application
- For infrastructure projects, an 8½ by 11 project map submitted in PDF format
- If available, a **local resolution of support** for the proposed project
- Non-Profit Entities Only:** A resolution ratified by "Secondary Municipal Agency" listed on page A-2, certifying the Non-Profit as "Responsible for administration of local transportation safety programs"
- If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-2**)
- If proposed project crosses or runs parallel to a local road, street, or state or federal highway**, attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable) (**see page A-2**).
- SRTS Non-Infrastructure Applicants Only:** School Demographics Information (Page A-7)
- SRTS Applicants Only:** Description of Existing Planning Efforts (400 words or less)
- Up to **three pages** of additional attachments (photos, letters of support, etc.)

**FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.**

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:	
Reviewer's Title:	Date Received:

### **1. Project Summary/Description/Overview.**

The Wagon Wheel Trail Link (WWTL) will fill a non-motorized transportation gap along USH 14/61/STH 16 between the current terminus of the Wagon Wheel Trail at the DNR boat launch at the West Channel Bridge and downtown La Crosse. *Please see the application for full project description.*

### **2. Project Planning, Preparation, and Local Support.**

The WWTL has been a recommendation in the City of La Crescent's Bicycle and Pedestrian plan for 15 years and it continues to be on the city's priority list after a 2017 update to the plan. It is also a recommendation in the 2035 Coulee Regional Bicycle Plan as one of its long-term projects that will connect to the 3 Rivers Trail in La Crosse. The continued inclusion of the WWTL within bike-ped plans reflects an effort to prioritize multimodal transportation, not just within La Crosse, but throughout the Coulee Region. The City of La Crosse has created a 5-year phased approach to constructing the WWTL. Phase 1 of the WWTL is included in the City's 2023 Capital Improvement Program (CIP).

### **3. Project Utility and Connectivity.**

Completion of the WWTL from La Crosse, WI to La Crescent, MN would create a non-motorized connection between the economic and employment centers of our communities, public transit, and four schools. The city of La Crescent is a short, 3 mile or 15-minute bicycle ride to Downtown La Crosse. Given that this is the ideal distance most bicycle commuters are willing to undertake it presents a robust opportunity to create a safe, off-road connection for bicycle commuters. 70% of the jobs in La Crosse county are contained within Downtown La Crosse. Some of the largest employers in the county are within an additional 5-10-minute ride: Gundersen Health System; Mayo Health System; Logistics Health; University of Wisconsin-La Crosse; Viterbo University; and Western Technical College. Improving a safe non-motorized connection from La Crescent would encourage La Crescent and La Crosse residents to explore non-motorized means for commuting to work, which has the added benefit of reducing greenhouse gas emissions. The Grand River Transit Station is just three blocks from the terminus of the WWTL in Downtown La Crosse. The Grand River Station is a transit hub for La Crosse Municipal Transit Utility (MTU), Scenic Mississippi Regional Transit (SMRT), and Jefferson Lines regional charter bus service. Transfers to surrounding communities transit systems, Onalaska/Holmen/West Salem Public Transit (OHWSPT) system can be made through the Grand River Station. The

SMRT extends transit access to Viroqua, Prairie du Chien, and Tomah. Jefferson Lines connects La Crosse to Milwaukee, Madison, and the Twin Cities, and many communities along the way.

The WWTL would connect four schools near the east and west project termini—one school (La Crosse Polytechnic School) in La Crosse is three blocks from the Cameron St. Bridge at 3<sup>rd</sup> St and the elementary, middle, and high schools are within 10 blocks of the Wagon Wheel terminus at Main St. This connection would provide students safe, non-motorized access to the outdoor classroom that is the Mississippi Wildlife Refuge.

#### **4. Project Benefit – Environmental, Livability, Economic Justice, Public Health, Historical Preservation and Safety.**

*Environmental Benefit*-The project will fill a trail system gap between La Crescent and La Crosse and thus provide a safe opportunity for commuters to shift from driving to non-motorized transportation trips. The WWTL will provide residents and visitors of the area access to such natural and green spaces as Pettibone Park, the Mississippi River, and the Upper Mississippi River National Wildlife and Fish Refuge. Constructing the WWTL will provide a safe travel option and less threatening environment for those using active modes of like bicycling and walking.

*Economic Justice Benefit*-The project addresses economic justice by providing access to resources and travel options to non-drivers (30% of La Crosse's population) and low-income and limited-English proficient (LEP) populations. The WWTL would positively impact low-income persons in Tracts 3 and 4 (57.3% and 80.3%, respectively), disabled persons in Tracts 3 and 9 (22.8% and 17.4%, respectively), and LEP persons in Tract 4 (7.1% in the City of La Crosse).

*Public Health Benefit*-The WWTL fills a gap in a regional bike/ped system that connects area residents to work, shopping, and recreation through healthy, active transportation. The trail link provides a safe separated facility and access to commercial, retail, residential, recreational, natural, educational, and institutional land uses.

*Safety Benefit*- The WWTL will be constructed adjacent to USH 14/61—a four-lane, principal arterial with an AADT of 14,100 and posted speed limits ranging from 45 mph at the state line to 25 mph over the Main Channel Bridge to 3<sup>rd</sup> St in La Crosse. Currently bicyclists and pedestrians must use a too-narrow sidewalk for shared use or a wide shoulder immediately adjacent to high-speed traffic. This segment of USH 14 has experienced 46 crashes (excludes deer crashes) during the 2016-2020 time period. Twelve of the crashes were due to inattentive driving, 11 to following too close, 6 to failure to yield (one of which resulted in a B injury to a bicyclist), 5 to too fast for conditions, 5 to alcohol/drugs,

and 2 to speed. A separated trail will take vulnerable users out of the path of drivers whose behaviors mortally threaten bicyclists and pedestrians.

*Economic Dev. Benefit-* The WWTL provides an economic benefit by connecting workers, residents, and tourists to the downtown business districts of La Crosse, WI and La Crescent, MN as well as providing access to such destinations along the USH 14 corridor as Pettibone Park, new residential development, and the DNR boat landing to name a few.

##### **5. History of Sponsor Success, Deliverability, and Commitment to Multimodal.**

*History of Success* - The project has unified support from local governments including the cities of La Crescent and La Crosse and their planning and engineering departments, and the La Crosse Area Planning Committee.

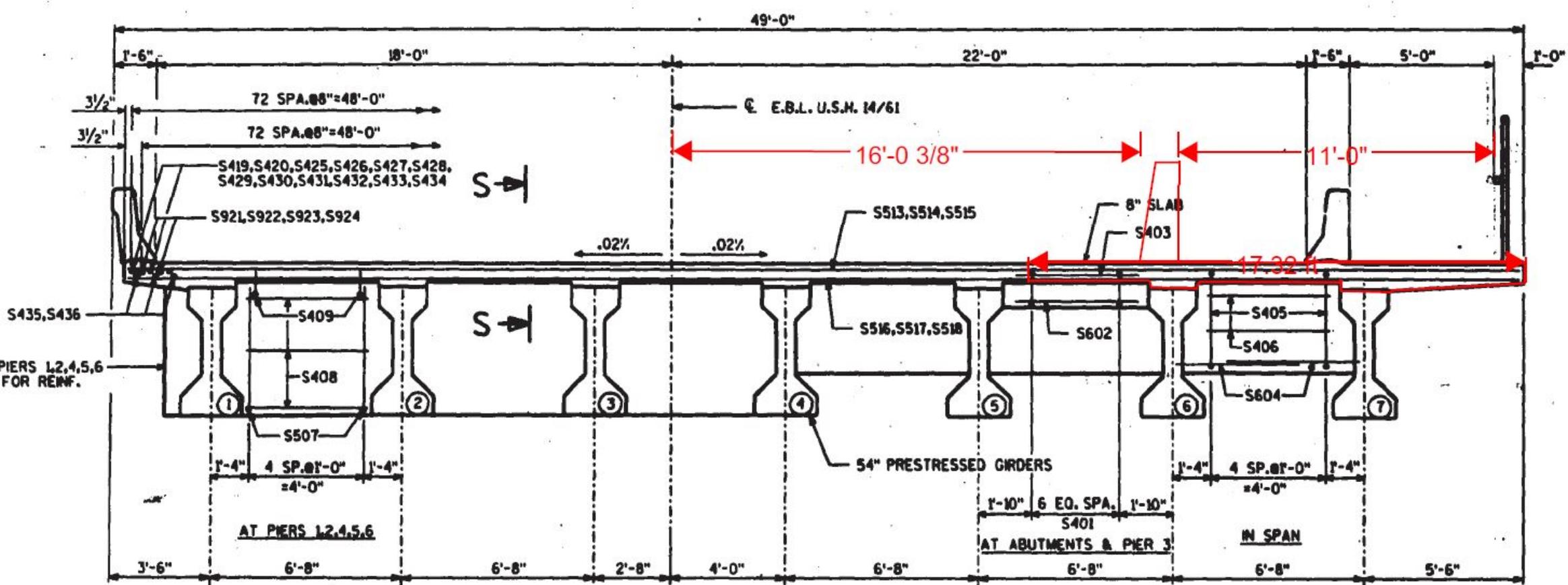
Coordination among these agencies ensures the project will be implemented on time.

*Deliverability* - We are not aware of any obstacles to overcome to implement the project. Work can begin as soon as funding is awarded. The project will be completed within six years per TAP requirements. The City of La Crosse has designed and delivered several multimodal projects over the past 30 years through cooperation among its engineering and planning departments, the Common Council, and the Mayor. Examples of completed projects funded with state and federal funds include such trail projects as Pammel Creek Multiuse Trail, Southern Bluffs Trail, STH 16 Side Path, VIP Trail, Gund Trail, 3 Rivers Trail, North La Crosse River Trail, and North Bank Trail, and such on-road projects as adding bike lanes to Gillette St. On one occasion (2007) Federal National Scenic Byway funds were returned due to a FEMA floodplain determination in the project area. This problem was specific to the project location and no similar issue will impact this project.

*Commitment to Multimodal* – The city's commitment to multimodal projects spans several plans, committees, and area initiatives. The city has a Bicycle-Pedestrian Advisory Committee that updates, maintains, and implements the city's Bicycle and Pedestrian Master Plan. The city adopted a Green Complete Streets Ordinance in 2011. In addition, the city recently updated its Safe Routes to School (SRTS) plan and continues to implement SRTS programs to encourage school aged children to bike and/or walk to school. La Crosse has also earned a Silver-Level Bicycle Friendly Community designation.

## ESTIMATE OF PROBABLE COSTS

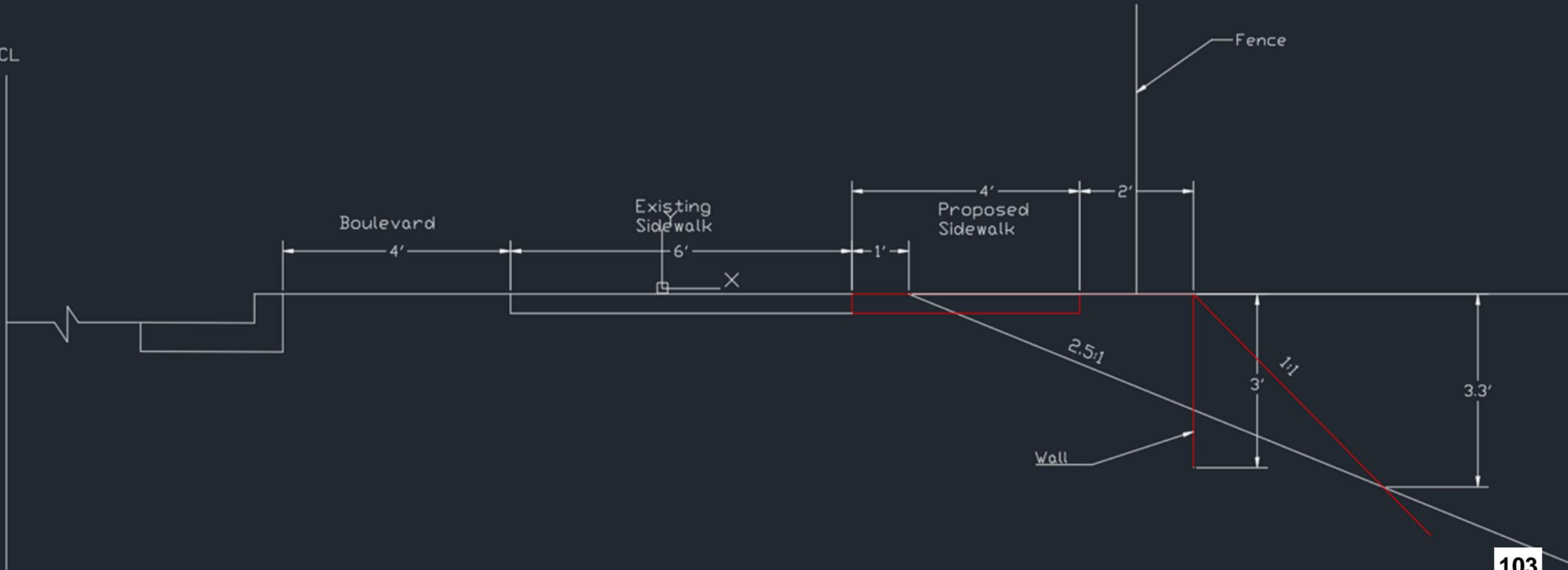
	<b>SEH PROJECT NO. 165286</b> <b>CLIENT: City of La Crosse</b> <b>PROJECT: Transportation Alternative Program (TAP)</b> <b>COUNTY: La Crosse</b> <b>LENGTH: 1 mile</b> Pedestrian Bridge and Shared-Use Path	<b>Preliminary Construction Cost Estimate</b> <b>Wagon Wheel Trail</b> PREPARED BY: Jeremy Tomesh, P.E. DATE: 1/25/2022				
	ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	<b>GENERAL</b>					
	619.1000	Mobilization (6%)	1	LS	\$190,000	\$190,000
	643.5000	Traffic Control	1	LS	\$35,000	\$35,000
<b>ROADWAY</b>						
201.0105	Clearing	34	STA	\$600	\$20,400	
201.0205	Grubbing	34	STA	\$400	\$13,600	
305.0110	Base Aggregate Desnse 3/4-inch	700	TON	\$25	\$17,500	
602.0410	Concrete Sidewalk 5-Inch	16,000	SF	\$6	\$96,000	
616.0205	Fence Chain Link 5-FT	4,000	LF	\$20	\$80,000	
SPV.0195	Wall Modular Block	8,000	SF	\$60	\$480,000	
SPV.0195	Special Select Riprap	1,500	TONS	\$14.60	\$21,900	
<b>STRUCTURE (NEW, SEPARATED)</b>						
	CofferDams	7	EACH	\$25,000	\$175,000	
	Pier Construction	7	EACH	\$85,000	\$595,000	
	Parapet Abutments	2	EACH	\$30,000	\$60,000	
	Perfricated Truss (108x12)	8	EACH	\$175,000	\$1,400,000	
	New Deck Masonry Concrete	211	CY	\$850	\$179,350	
<b>Subtotal</b>					<b>\$3,363,750</b>	
				<b>Misc. &amp; Contingency 25%</b>	<b>\$840,938</b>	
				<b>Construction Engineering 15%</b>	<b>\$504,563</b>	
<b>Total</b>					<b>\$4,709,000</b>	



## CROSS SECTION THRU ROADWAY

(LOOKING EAST)

CL



Command: Specify opposite corner on [Fence/HPolygon/CPolygon]:



# **CITY OF LA CROSSE**

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID            Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

**Agenda Item 22-1523 (Tim Acklin)**

Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to construct the Wagon Wheel Trail.

**General Location**

Council District 6 & 9. Primarily located along the north side of Hwy 14/61 from the Cass Street and Cameron Ave bridges west to the West Channel Boat Landing in Minnesota as depicted in attached MAP 22-1523.

**Background Information**

The Bicycle and Pedestrian Advisory Committee (BPAC) applied for, and was awarded, a grant from the WisDOT Transportation Alternatives Program to construct the Wagon Wheel Trail will serve as a link between La Crosse, WI and La Crescent, MN along US Highway 14/61 west of the Cass St/Cameron Ave Bridges to the West Channel Boat Landing via a shared use trail and separate bridge adjacent to the West Channel Bridge.

The City was awarded just over \$4 million. The estimated construction cost of the project was just over \$5 million though it is anticipated that this will be higher when construction begins. The BPAC will be requesting funding in the 2024-2028 & 2025-2029 Capital Improvement Program Budgets for design and its share of construction costs. Construction of the project is intended to be started in 2026 with design taking place in 2024-2025.

**Recommendation of Other Boards and Commissions**

The Common Council passed Resolution #21-1468 on November 11, 2021 supporting this project, which included accepting any grant awards, enter into all necessary agreements with WisDOT and committing to securing funding.

**Consistency with Adopted Comprehensive Plan**

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

**Staff Recommendation**

**This item is recommended for approval**

**Routing F&P 1.5.2023**

B-32-164

Construct connection between Wagon Wheel Trail terminus and US 14 north sidewalk

**Pedestrian Structure**

Short-term: Widen existing north sidewalk between West Channel Bridge and Underpass to 8-ft minimum--10 ft preferred. Use existing north sidewalk on West Channel Bridge. Consider curb ramps at bridge ends to connect roadway to sidewalk.

Mid-term: Install jersey barrier on north shoulder of West Channel Bridge for 6-ft separated path between US 14 traffic and eastbound bicyclists. Sidewalk will be for westbound users.

Long-term: Reconstruct West Channel Bridge with 8-ft minimum--10-ft preferred--shared-use paths on north and south sides of span.

La Crescent to conduct feasibility study for grade-separated crossing of US 14 between boat landing and south side of US 14.

Install marked crosswalk with RRFB and directional signage; exact location TBD.

Widen US 14 south sidewalk to 8-ft minimum, 10-ft preferred

Install directional signage on both ends of underpass

Long-term: Reconstruct westbound USH 14/61 Mississippi River bridge (Cass St) to accommodate westbound bicyclists.

Remove pavement marking directing bicyclists onto Cass St Bridge sidewalk. Add signage for narrow sidewalk and directing bikes to Cameron bridge.

Install directional signage for routing between Cameron Ave Bridge path and Regional Route 1.

**City of La Crosse**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1534

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution creating project and appropriating funds for Capital Improvement project in the 800 block of Sill Street.

## RESOLUTION

WHEREAS, the City of La Crosse has policies to install utility mains in blocks with long laterals and services to multiple properties, at the request of owners of properties within such blocks that do not have utility mains; and

WHEREAS, such installation may require creation of projects not previously in the Capital Improvement Project (CIP) Budget, to facilitate installation of such utility mains, including multiple utilities within the block for efficient use of time, funds, and inconvenience to the public; and

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

WHEREAS, creation of such projects requires funding, as approved by the Common Council, with a mix of funds that may include: assessments to property owners per existing policies; existing utilities or street funds, based upon condition of roadway; and unused funds from completed projects that were previously approved by past CIP Budgets; and

WHEREAS, requests have been received by property owners with either failing, failed, or non-compliant, sewer laterals in the 800 block of Sill Street, requiring installation of Sanitary Sewer main; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes creation of public works projects in said block, including adjacent intersections, as necessary, for complete and/or looped utility systems.

BE IT FURTHER RESOLVED that said project(s) be approved, as funded herein:

Unappropriated Street Funds – \$64,000.00  
Sanitary Sewer Utility Cash – \$256,000.00

BE IT FURTHER RESOLVED that said project shall follow normal construction bid processes, public bidding laws, and City of La Crosse policies for special assessments to property owners for utility improvements.

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to use portions of said funds for purchase of materials or equipment for said construction project, if required in advance of, or as part of, said project.

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



# **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            Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0001

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Status Update



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1426

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**Agenda Date:** 1/5/2023

**Version:** 1

**Status:** No Recommendation

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution regarding Harry J. Olson Multipurpose Senior Center, Inc.

AMENDED RESOLUTION

WHEREAS, ~~the Common Council~~, on January 14, 2016, the Common Council passed a ~~Resolution~~ Resolution #15-1219 regarding approval of a lease with Harry J. Olson Multipurpose Senior Center, Inc., for City owned property located at 1607 North Street; and

WHEREAS, ~~the Resolution called for~~ Resolution's recitals identify that the Board of Public Works recommended the sale of the property at 1607 North Street to Harry J. Olson Multipurpose Senior Center, Inc. after the end of the lease for \$1.00; and

WHEREAS, the Resolution's recitals also provided that if the Harry J. Olson Multipurpose Senior Center, Inc. did not wish to purchase the property, it should be declared surplus property and sold to a third party under such terms and conditions as the City required; and

WHEREAS, the Harry J. Olson Multipurpose Senior Center, Inc. desires to purchase the property and has so notified the City; and

WHEREAS, the City asserts it will not transfer the property without it being subject to certain restrictions and covenants which the Harry J. Olson Multipurpose Senior Center, Inc. will not accept and the parties are at an impasse; and

WHEREAS, the City has threatened eviction of the Harry J Olson Multipurpose Senior Center, Inc. from the subject premises.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that in order to resolve the impasse that exists:

1. The City shall transfer, with all deliberate speed, the subject property to The Harry J. Olson Multipurpose Senior Center, Inc. for \$1.00 and subject to the following terms and conditions.
  - A. The subject property shall only be used as a Senior Center in substantially the same way and manner as it has been used heretofore.
  - B. If for any reasons the property is not nor cannot be used as a Senior Center as contemplated herein, the City shall have the option to repurchase for \$1.00.
  - C. The property shall remain a polling place for the City of La Crosse in the same manner that it has been used heretofore.
2. The City shall not commence a legal action to evict the Harry J Olson Multipurpose Senior Center, Inc. from the subject premises.
3. The City and its various subdivisions and departments are authorized to take any and all steps necessary to effectuate this Resolution.

# Legal Memorandum

**To:** Common Council

**From:** Stephen F. Matty – City Attorney 

**Date:** January 3, 2023

**Re:** Legistar No.: 22-1426 - Resolution regarding Harry J. Olson Multipurpose Senior Center, Inc.

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Resolution 22-1426 is misleading and factually inaccurate. The Legal Department attempted to fix the inaccuracies with the sponsor prior to introduction of the legislation. Notwithstanding, the sponsor insisted on submitting the legislation in its original form. Regardless of the ultimate disposition of the resolution, the factual inaccuracies need to be corrected.

Attached to this memorandum is a copy of the original legislation as submitted from the sponsor. Also attached is the proposed changes to the legislation as updated by the Legal Department. Specifically, changes to the legislation need to be made because the original legislation misleads the public to believe that the City Council previously enacted legislation to sell the property for one dollar. This assertion is false. The City Council never authorized the sale of the property for one dollar. Rather, it was the recommendation from the Board of Public Works to sell the property from one dollar. A copy of Resolution 15-1219 is also attached for further clarification.

Attachments

\* \* \*

**WHEREAS, the Common Council, on January 14, 2016, passed a resolution regarding approval of a lease with Harry J Olson Multipurpose Senior Center, Inc., for City owned property located at 1607 North Street,; and,**

**WHEREAS, the Resolution called for the sale of the property at 1607 North Street to Harry J Olson Multipurpose Senior Center, Inc. after the end of the lease for \$1.00; and,**

**WHEREAS, the Resolution also provided that if t The Harry J Olson Multipurpose Senior Center, Inc. did not wish to purchase the property it should be declared surplus property and sold to a third party under such terms and conditions as The City required; and,**

**WHEREAS, The Harry J Olson Multipurpose Senior Center, Inc. desires to purchase the property and has so notified the City; and,**

**WHEREAS, the City asserts it will not transfer the property without it being subject to certain restrictions and covenants which the Harry J Olson Multipurpose Senior Center, Inc. will not accept and the parties are at an impasse; and,**

**WHEREAS, the City has threatened eviction of The Harry J Olson Multipurpose Senior Center, Inc. from the subject premises;**

**NOW THEREFORE, to resolve the impasse that exists the Common Council of the City of La Crosse resolves as follows:**

- 1. The City shall transfer with all deliberate speed the subject property to The Harry J Olson Multipurpose Senior Center, Inc. for \$1.00 and subject to the following terms and conditions.
  - A. The subject property shall only be used as a Senior Center in substantially the same way and manner as it has been used heretofore.**
  - B. If for any reasons the property is not nor cannot be used as a Senior Center as contemplated herein the City shall have the option to repurchase for \$1.00.**
  - C. The property shall remain a polling place for the City of La Crosse in the same manner that it has been used heretofore.****
- 2. The City shall not commence a legal action to evict the Harry J Olson Multipurpose Senior Center, Inc. from the subject premises**
- 3. The City and its various subdivisions and Departments are authorized to take any and all steps necessary to effectuate this Resolution.**

Resolution regarding Harry J. Olson Multipurpose Senior Center, Inc.

RESOLUTION

WHEREAS, ~~the Common Council~~, on January 14, 2016 the Common Council passed ~~a resolution~~ Resolution #15-1219 regarding approval of a lease with Harry J. Olson Multipurpose Senior Center, Inc., for City-owned property located at 1607 North Street; and

WHEREAS, ~~the resolution called for~~ Resolution's recitals identify that the Board of Public Works recommended the sale of the property at 1607 North Street to Harry J. Olson Multipurpose Senior Center, Inc. after the end of the lease for \$1.00; and

WHEREAS, the Resolution's recitals also provided that if ~~the~~ Harry J. Olson Multipurpose Senior Center, Inc. did not wish to purchase the property it should be declared surplus property and sold to a third party under such terms and conditions as the City required; and

WHEREAS, the Harry J. Olson Multipurpose Senior Center, Inc. desires to purchase the property and has so notified the City; and

WHEREAS, the City asserts it will not transfer the property without it being subject to certain restrictions and covenants which the Harry J. Olson Multipurpose Senior Center, Inc. will not accept and the parties are at an impasse; and

WHEREAS, the City has threatened eviction of the Harry J. Olson Multipurpose Senior Center, Inc. from the subject premises.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that to resolve the impasse that exists, the Common Council of the City of La Crosse-resolves as follows:

1. The City shall transfer with all deliberate speed the subject property to the Harry J. Olson Multipurpose Senior Center, Inc. for \$1.00 and subject to the following terms and conditions:
  - A. The subject property shall only be used as a senior center in substantially the same way and manner as it has been used heretofore.
  - B. If for any reason the property is not or cannot be used as a senior center as contemplated herein, the City shall have the option to repurchase for \$1.00.
  - C. The property shall remain a polling place for the City of La Crosse in the same manner that it has been used heretofore.
2. The City shall not commence a legal action to evict Harry J. Olson Multipurpose Senior Center, Inc. from the subject premises.
3. The City and its various subdivisions and departments are authorized to take any and all steps necessary to effectuate this resolution.

Resolution approving final lease renewal for the Harry J. Olson Senior Citizen Center, Inc. and the La Crosse Senior Citizens Multiple Services Center, Inc.

AMENDED RESOLUTION

WHEREAS, the leases between the City and both the Harry J. Olson Senior Citizen Center, Inc. and the La Crosse Senior Citizens Multiple Services Center, Inc. will both expire on December 15, 2015, and

WHEREAS, the City has had architectural and engineering analyses prepared for both facilities which identify many needed repairs and upgrades to the facilities, and the estimated costs thereof, and

WHEREAS, the City's Board of Public Works has recommended that the City enter into final five-year lease renewal agreements for the period 2015-2020, and that the facilities be offered for sale upon expiration of said leases for \$1.00 each to the respective lessee's, and

WHEREAS, should either of the respective lessee's decline to purchase their respective facilities upon expiration of said leases, the City shall declare such facilities to be surplus property and shall offer such facilities for sale to any interested parties at a negotiated price.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse, that it hereby approves the attached leases with the Harry J. Olson Senior Citizen Center, Inc. and the La Crosse Senior Citizens Multiple Services Center, Inc.

BE IT FURTHER RESOLVED that proof of liability insurance is required prior to execution of said leases.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED that ~~no~~ future extensions of these leases shall be allowed ~~without the review and approval~~ by the Common Council.

BE IT FURTHER RESOLVED that a sub-committee is formed to research necessary needs and capital improvements needed to sustain the buildings used by the senior centers in the future. The sub-committee will consist of three council members and four city residents for a total of seven (7) members appointed by the Mayor.

BE IT FURTHER RESOLVED that the Director of Public Works and the Director of Planning and Development will serve as staff for the sub-committee.

BE IT FURTHER RESOLVED that the Board of Public Works and appropriate Department Heads are hereby authorized to take any and all steps necessary to effectuate this resolution.

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*I, Teri Lehrke, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on January 14, 2016.*



Teri Lehrke, City Clerk  
City of La Crosse, Wisconsin

Resolution regarding Harry J. Olson Multipurpose Senior Center, Inc.

## RESOLUTION

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# City a trailblazer in delivery of senior service

Recent community discussions over potential use of La Crosse city-owned properties for emergency winter shelters has sparked renewed and reasonable concerns over eventual use of one specific property: 1607 North St.



MITCH REYNOLDS

A year has elapsed since the city provided a draft of a purchase agreement to the Harry J. Olson Board of Directors for purchase of the city building at 1607 North St. The

agreement outlined the conditions under which the city would essentially gift the building to the organization for \$1.

It was January 2016 when the city council unanimously approved a resolution to end leases at two city buildings rented by private groups for senior activities. The leases were to terminate at the end of 2020 with an option for the council to renew the leases if desired. The resolution referenced an earlier recommendation by the Board of Public Works for

the two buildings to be sold for \$1.00 to the leaseholders or be declared surplus property and put up for sale on the open market. In July 2019, the city council declared the former Southside Senior Center at 1222 Denton St. to be surplus property. However, no decision was made on the building at 1607 North St.

When I took office in April 2021, moves to address the future of the property at 1607 North St. had still not occurred. The lease had simply expired without any apparent plan on next steps. At my direction, nine days after taking office, work on a \$1 purchase agreement began and was provided to the organization later that year. Conditions of the property transfer required, among other things, that the Harry J. Olson Board maintain the building as a polling place for 15 years and that city taxpayers be justly and fairly compensated should the organization decide to sell the building in the near future at a hefty profit.

At first, agreement stipulations from the city were considered acceptable. However,

the city was then informed that the organization was unaware that it would have, under state law, property tax obligations and therefore requested additional concessions. A potential extended lease arrangement was also considered but rejected by the organization.

In January of this year, I invited representatives of the group to join me in discussing a potential path forward to expedite the property transfer. Talks after that meeting were not successful. The city's Board of Public Works voted in February to officially terminate any claim to the lease that had expired at the end of 2020 and proceed with eviction procedures unless an agreement to finalize the sale could be completed by the end of May. In May, after additional concessions by the city, the organization's representative refused to negotiate further. Since then, we have witnessed demonstrably false public claims by some about agreement stipulations and other aspects of these negotiations.

I do not have the liberty of shirking the responsibility of

enforcing the decisions made by city governing bodies and ensuring the investments of La Crosse taxpayers are protected. The purchase agreement that was offered accomplishes both in a fair and equitable manner. I had hoped to provide this organization with an opportunity to stay in the building with this agreement. However, the city is under no current obligation to do so. The city council voted nearly seven years ago to end the lease on the building at 1607 North St. at the end of 2020. No other city council action has been taken since.

The Harry J. Olson organization operates as a private entity with, at the last count the city was provided, more than a third of its members who do not live in the city of La Crosse. Meanwhile the city's Parks and Recreation Department continues to provide comprehensive and equitable senior programming at multiple sites for citizens of our community at a cost of around \$250,000 annually. This programming is open to all and not restricted to dues-paying members of a pri-

ate club. The city also provides two meal sites in conjunction with the La Crosse County Senior Nutrition Program. In addition, the city's library system provides significant programming for seniors. Finally, under my direction, our city's transit system just recently began providing service to the Eagle Crest Community near Gundersen to help create more pathways for our senior citizens to access these services.

The city has repeatedly invited members of the Harry J. Olson organization to visit our community centers and learn more about our programming. These programs have grown substantially over the last few years and continue to improve services to all seniors in La Crosse. The city has, in truth, become a trailblazer when it comes to delivery of senior services.

I would invite any who are interested — especially, like me, those over 50 — to see for themselves what our city programming looks like and to speak with the hundreds who take advantage of those programs every day.

**This petition is to collect signatures to show support for the Resolution that is being brought before the Common Council of the City of La Crosse.**

Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

NAME	ADDRESS
1. Taryall Smith	2528 Prospect St. LAX
2. Alesse Bothe	1210 Cardinal St Bangor
3. Marni Metcalf	1317 Charles St. La Crosse
4. Betty Bess	1126 Main St Oshkosh
5. Jan Klukas	79 Debbie Lane Holmen
6. Jeana Rah	W7324 Ctl 'Z' Ona
7. Willa Stuber	N7897 Cty Rd D Holmen
8. Michael J Spahr	41675 MC RD LOT 55
9. Larry Klukas	79 Debbie Ln Holmen
10. Carol Brandau	705 Patriot Place Holmen
11. Sara Brandau	215 South <sup>H</sup> 6th St 307 Lacasse, WI 54601
12. Jane Schmit	2415 George St La Crosse

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NAME

ADDRESS

1. Debra Erickson W5655 State Rd 33<sup>LT #17</sup> LaCrosse WI
2. Bruce Erickson W5655 State Rd 33H #17 LaCrosse WI
3. Michael Hammes 3501 ST Rd 35 #1/2 Onalaska WI
4. Tom James Korn II
5. Kate Peek 3501 ST Rd 35 #1/2 Onalaska, WI
6. Kim Hubert 2755 George St. LaCrosse WI
7. Daniel Mueller 502 Rose St, LaCrosse, WI
8. Lisa Fischer 438 S. 17<sup>th</sup> St LaCrescent, MN
9. Tom Fischer 2612 Harvey St. LaCrosse, WI
10. Tade Yangbutt 1545 Old Hickory Dr. LaCrescent MN
11. Rylee Dawson 410 N. Hill St. LaCrescent, MN
12. Tyler Fischer 617 2nd St N LaCrescent, MN

- 13. Darlene Standiford Ona.
- 14. Robert & Kiniko "
- 15. Cora Easterday 2802 Onalaska Ave  
La Crosse
- 16. Ellen Link W4260 Cty. Rd. M lot 37 La Crosse
- 17. Gerald Gassbach 7115 30<sup>th</sup> La Crosse
- 18. Carol Rask 1507 Hyde Ave. La Crosse
- 19. Penny Hobbs 1348 Liberty St. La X
- 20. Russell Burkhardt 1025 Liberty Jay
- 21. Linda Smith 2041 Liberty St.
- 22. Ryan Hoyer 2110 Adams St.
- 23. Debra Hammell 1906 Charles St.
- 24. Sloane Alford 2110 Adams St.
- 25. Roy & Wa 1919 S 14<sup>th</sup> St. LX
- 26. Judy Schellmat W 5585 Co. Rd. MM # La Crosse
- 27. Howard Reed 336 67<sup>th</sup> Ave N
- 28. Evie Reed 336-67<sup>th</sup> N

13. Heather Werner W5360 Keil Cooke Rd LaCrosse, WI 54601
14. Todd Werner W5360 Keil Cooke Rd - LaCrosse WI 54601
15. David Witt Jr 1321 Charles St LaCrosse WI
16. Ken Hutschenreuter 1233 22<sup>nd</sup> Dr. LAX
17. VINCENT HODGEN 1020 WILSON ST APT 6
18. Dwight Ross 377 Adams LAX
19. Jay John 2750 Del Rey Ave LAX
20. Lisa A. Jelen 2750 Del Rey Ave. WI, 54603 LACROSSE
21. Charles Kramer 1307 Wilson St. WI 54650 ONALASKA
22. Mark Schmitzkecht 1616 Johnson hax 54601
23. Kim Kroll 1616 Johnson St Lax 54601
24. Lane Baumgartner 1806 Adams St LAX 54601
25. Sandy L. Graves 1426 Mississippist. Lax. 54601
26. James Grotz 1426 Mississippist St Lax 54601
27. Joshua Baumgartner 1806 Adams St Lax 54601
28. Jacob Beal 948 Jackson St Lax 54601

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NAME	ADDRESS
1. <u>Tomie McCann</u>	<u>Webb Reef Rd Onalaska WI 54650</u>
2. <u>Shirley Lemke</u>	<u>Onalaska WI</u>
3. <u>Beat Reno</u>	<u>Onalaska Wis</u>
4. <u>Rose Flick</u>	<u>Holmen, WI</u>
5. <u>Sally Hagen</u>	<u>Holmen, WI</u>
6. <u>Chelsea Hoffman</u>	<u>Onalaska, WI</u>
7. <u>Laurie Kline</u>	<u>La Crosse, WI</u>
8. <u>Sharon Schemann</u>	<u>Onalaska, WI</u>
9. <u>Shay Flynn</u>	<u>Onalaska, WI</u>
10. <u>Larkayne Strench</u>	<u>Onalaska, WI</u>
11. <u>Julie Sandwick</u>	<u>La Crosse</u>
12. <u>ANEXIS HATT</u>	<u>ONALASKA, WI</u>

13. Cooper Zumach Onalaska WI
14. Damon Zumach ONA WI
15. Bob McHolder OVA
16. Carl Zumach OVA
17. Don & Bob Holmen
18. Mary E. Vinson Holmen, WI
19. Kathy Brenengen Holmen
20. Allie Dejonge Holmen
21. Connie Johnson Holmen
22. Cathy A. Selek West Salem
23. Amber Andrews Onalaska
24. Jeff Andrews onalaska
25. ~~Jeff Andrews~~
26. Patricia Clements Holmen
27. Ay De Onalaska
28. W. C. Onalaska

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Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

- | NAME                 | ADDRESS  |
|----------------------|--|
| 1. Tei Banks         | 1901 Ruedy St Bangor WI 54614                        |
| 2. Ashley Beeter     | 31 Terri Circle Dr Holmen, WI 54634                  |
| 3. Carolyn Rose      | 45 Terri Circle Dr Holmen WI 54634                   |
| 4. Tina Molina       | 1026 Tyler St. LaCrosse, WI 54601                    |
| 5. Carretha Yeager   | La Crosse  |
| 6. Matthew Kael      | 411 12 <sup>th</sup> Avenue South Onalaska, WI 54650 |
| 7. Sherlinda McBride | 506 12 <sup>th</sup> Avenue South Onalaska, WI 54650 |
| 8. WARD H. KEIN      | 426 4 <sup>th</sup> AVE N, 4 ONALASKA<br>54650       |
| 9. Susan E. Blank    | 627 Amy Dr. #16 Holmen, WI 54636                     |
| 10. Ernest Dayton    | 1744 Carlman   |
| 11. John Stevens     | LaCrosse, WI   |
| 12. W. C. Aul        | ONALASKA   |

13. Mary A. Schumacher 1203 S. 6th St. La Crosse, WI 54601
14. ~~\_\_\_\_\_~~ 39 m<sup>2</sup>
15. Lorraine Bede 2904 So Est Ave. Lak
16. H H 1910 S. 31<sup>st</sup> ST,
17. Michael H. Binkham 785 22nd St North
18. Don Holliday 3009 N. CT Unalakleet, WI
19. Carl W. Millerberg 951 Johnson St Lakew
20. Diana Buchner 1823 Charles St.
21. Jim Pierce 1823 Charles St LAX.
22. Darlene Popper 310 Driftwood St. West Salem
23. Jane G. G. N4656 French Rd Unalakleet WI
24. Teena B. 301 Ponderosa Dr Holmen WI
25. ~~\_\_\_\_\_~~ 301 Ponderosa Dr Holmen WI
26. Jeanne J. Southwest Ave N #173 West Salem, WI Spring
27. Joanne Mae Unalakleet, WI
28. CAROLYN SMITH UNALASKA, TERLINGUAHTS

No Homeless @ Harry J. Olsen. City Sell Building to Seniors.

**This petition is to collect signatures to show support for the Resolution that is being brought before the Common Council of the City of La Crosse.** Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

**NAME** **ADDRESS**

1. Jordan Angelo 1511 North St. Lax
2. NSL 1511 North St Lax
3. Dawn Ryan 419 23rd St N La Crosse
4. Vaila Ryan 419-23rd St N La Crosse Wi.
5. E. M. Harte 1904 Prospect St
6. [Signature] 1311 Kane Street
7. [Signature] 1146 - [unclear] Center
8. Rob Stue 1914 Prospect St.
9. Robin Stue 1914 Prospect St.
10. Robin Roush 1916 Onalaska Ave.
11. Ralt B. Luth 1916 Onalaska Ave
12. Gary Hoyer 1926 Onalaska Ave La Crosse

13. Paul Holder 1922 Onalaska Ave.

14. Osby Werk 1922 Onalaska Avenue

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- | NAME                   | ADDRESS                            |
|------------------------|------------------------------------|
| 1. Ted Peck            | 1601 MADISON, LAX                  |
| 2. Renee Bondy         | 1308 20 <sup>th</sup> ST, Lacrosse |
| 3. Jean Davis          | 1108 Cliffwood Lane, Lax           |
| 4. <del>Bob Peck</del> | 5555 7 <sup>th</sup> St            |
| 5. Rita Sanchez        | 3475 Woodbridge CT, Lax            |
| 6. Ruth Faulhaber      | 2815 Robinsole Ave, LaCrosse, WI.  |
| 7. Mark Ang            | 4341 Marish Dr N                   |
| 8. Paula Harrison      | 1215 Greenidge, Onaska             |
| 9. Joan Peers          | 2920 Blackhawk Pl LaCrosse         |
| 10. Judy Eubanks       | 6221 Laurel St LaCrosse            |
| 11. GREGORY J DAVIS    | 1108 CLIFFWOOD LN LACROSSE, WI     |
| 12. Tyler Bondy        | 2006 HYDE AVE. LaCrosse, WI        |

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NAME

ADDRESS

1. LARRY CHURCHILL 3453 WOODBRIDGE CT - LAX
2. SHERRY CHURCHILL 3453 WOODBRIDGE CT. - LAX
3. Harlow Richardson 4625 Mormon Coulee Rd Lot #108 LAX
4. Kay Oricki <sup>lot 218</sup> 800 West Ave West Salem
5. Arlene Schroeder 790 East Ave Apt 141 West Salem, WI.
6. Shirley Hefti 1622 Liberty St. LaC.
7. Marilyn Rueder 1016 W. Elm St. West Salem, WI
8. Linda Matheny 907 Callaway Ct. LaC
9. Pat Richardson 4625 Mormon Coulee Rd #108 LaCrosse WI.
10. Louise Paulus 103 Nielson St. Apt 1, Bangor, WI.
11. David Melin N6050 County Road SN Ona, 54650
12. Michol Aasen 621 Oak Ave, N. Onaleska, WI, 54650

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**NAME**

**ADDRESS**

1. Tom Olson P.O. Box 185 Bangor, WI
2. Emily Kowalski 800 West Ave N. Lot #238 West Salem
3. Kim Kirschbaum 1213 Townsend St. La Crosse, WI 54601
4. Chet Kirschbaum 1213 Townsend St La Crosse, WI 54601
5. Annette Kachmichelt 737 East Ave West Salem, WI 54669
6. Carol Handke 1038 Robin Ct West Salem WI 54669
7. Dee 450 Lakewood St, West Salem, WI 54669
8. Jim 333 W Panther Pass WS 54669
9. Matt Garrison 2350 Redwood Ct La Crosse WI 54601
10. Jennifer Garrison 2350 Redwood Ct La C
11. Jan A. Miller 321 WAGON DR Apt 319 West Salem WI 54669
12. Joyce McLaughlin 411 Mill St. S. Apt 1 West Salem WI 54669

13. Vernon Romskog USAF Ret 329 N Leonard West Salem WI
14. Diane Stueckley 475 Elm St W West Salem,
15. Ruth Baumgartner W 3189 Buol Rd West Salem
16. Dawn Anderson 823 Mill St West Salem WI 54669
17. Stuart Anderson 823 Mill St N West Salem WI 54669
18. SHERI CRAIG 129 HARMONY St S West Salem WI 54669
19. Scott Johnson 121 Meadow Ln West Salem WI 54669
20. Sue Knefl 447 Tilson St N. West Salem WI
21. Tom Bunn 435 E Hamden W.S
22. Chad Bunn 424 Maple West Salem W.S
23. SCOTT 129 S. Harmony St West Salem
24. Barb Eisen 2009 Commercial St Brainer
25. Doris Baumgartner W 3189 Buol Rd. West Salem, WI 54669
26. Jella Cepko 1511 Franklin St. Onalaska WI 54650
27. Kathy Rhoden 105 Campbell St. Rockland, WI 54653
28. Thomas Fell 313 Lewis St. West Salem, WI 54669

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- | NAME                 | ADDRESS           |
|----------------------|-------------------|
| 1. Rhoda Wobek       | Onulsky, Hornwood |
| 2. Chris Gunderson   | Onalaska,         |
| 3. Bonnie Bloomfield | LaCrosse, WI      |
| 4. Cheryl O'neil     | West Salem WI     |
| 5. Blenda Lowley     | Onalaska WI,      |
| 6. Bonnie Behring    | Bonny, Wis        |
| 7. Kristie Ristow    | LaCrosse          |
| 8. Shirley Zuercher  | Onalaska          |
| 9. Elmer Quenter     | Onalaska          |
| 10. Kathleen Manning | Onalaska          |
| 11. Janet O'Flaherty | Onalaska          |
| 12. Sonya Behnken    | Onalaska          |
| Mary June            | Onalaska          |
| Mary Elements        | Holmen            |
| Susan Lunny          | Onalaska          |

13. Paige Pedretti La Crescent, Mn.
14. Winni Soebag Onalaska
15. Patricia A. Harding Onalaska
16. Kathleen M. Sumpf Onalaska
17. Roy Vigue onalaska
18. James Taylor Onalaska
19. Jack Scholler
20. Ron SORA ONALASKA
21. Sue Howard Onalaska
22. Pat Schubert onalaska
23. Mary Hummer Onalaska
24. Kathleen King
25. Coan James
26. W. Cochran Onalaska
27. Ann Swington Onalaska
28. Carol Truhey onalaska
29. Rich Pinski
30. Carol Carson Onalaska  
Chaseburg
31. Gloria Fenngloh West Salem
32. PAUL MECIKALSKI ONALASKA



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Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

1. Scott Neumeister 1521 Wood St La Crosse

2. Pete Favre 1516 wood st La Crosse

3. Bill Wegmiller 1522 Travis St. La Crosse

4. Isa Neumeister 1521 Wood St. La Crosse

5. Patricia J. Hurliman 3413 Geneva Ln, La Crosse

6. Dick Conover 1307 Hayes St. Dubuque

7. Patrick King 1405 south 16th st

8. Sue Paer 2130 Green Bay St. La Crosse

9. Joe Paer 2130 Green Bay St La Crosse

10. Shirley Best 2026 wood street - La Crosse

11. Jim Best 2026 Wood St. La Crosse

12. Andy Pradovic 2020 Losey Blvd La Crosse

13. Emmy Carlson ~~1111 ~~George~~ Street~~ 1639 Wood Street LaCrosse WI
14. Heather Fehof 3010 Losey Blvd S LaCross WI
15. Joanne Thofne 2018 Prospect LaCrosse, WI
16. Shirley Schomburg 1255 Jailer Lane LaCrosse
17. Melanni Fife 435 5th Ave S LaCrosse
18. Jesse Kolesch-Roberts 1819 Wood St
19. Carrie Kolesch-Roberts 1819 Wood St
20. Rhea Anderson 2432 George St
21. Kevin Dohlby 2421 Prospect St.
22. Kelley Dohlby 2421 Prospect St.
23. Katie Seiber 1930 Charles St
24. Christy Sobkowiak 1817 Loomis St.
25. Mike Sobkowiak 1817 Loomis St.
26. Josh Thrower 714 Kane St
27. Kristy Mossman 201 Avon St
28. Joe Phelps 201 Avon St.

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**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

1. Beth Neumeister 617 Logan Street

2. Nicholas Micksch 2118 Loomis ST

3. Armin Johnson 208 16<sup>th</sup> St. Onalaska WI

4. Tim CARROLL 320 S. 6<sup>th</sup> ST LAX. WI

5. Theresa Mathison 1011 Main St LaCrosse WI 54601

6. Laura Tullius 1928 WOOD ST. LaCrosse

7. Linda Zanter 1317 So 26<sup>th</sup> St LAX

8. Daniel Zanter 1317 South 26<sup>th</sup> Street Lax

9. Tim Geisler 2755 George ST.

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. Karri Steane 608 Lake St. Onalaska, WI 54650
14. Pat Evans 814 Valley Ct Onalaska W. 54670
15. Carol Barney 903 Lakeview Dr. La Crosse, WI 54603
16. Susan Challengton 231-21st Place S. La Crosse 54601
17. Darlene Lassig 622 Benmore Lee Court #2016 La Crosse
18. Renee Kastenschmidt 105931 O. Nelson Rd., Holmen
19. Carol J Leidel 615 So Oak W Crescent MA
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_
25. \_\_\_\_\_
26. \_\_\_\_\_
27. \_\_\_\_\_
28. \_\_\_\_\_

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NAME	ADDRESS
1. <u>Rosie Allen</u>	<u>1906 Loomis</u>
2. <u>Russ Allen</u>	<u>1906 Loomis</u>
3. <u>Darnese Ruoch</u>	<u>1349 Caledonia St</u>
4. <u>DWIGHT ROSS</u>	<u>427 AVON ST LAX.</u>
5. <u>Denise Jensen</u>	<u>800 West Avenue North Lot 149 West Salem WI</u>
6. <u>Stacey Horaff</u>	<u>427 Avon St La Crosse, WI</u>
7. <u>Colleen Brown</u>	<u>1452 LIBERTY ST LAX WI.</u>
8. <u>CHRIS T. CONWAY</u>	<u>2631 Loomis St LAX 54603</u>
9. <u>John VOUES</u>	<u>905 KINE ST LAX 54603</u>
10. <u>Donald Murphy</u>	<u>1123 Rublee St</u>
11. <u>Joe K</u>	<u>Home less</u>
12. <u>Shelley Witt</u>	<u>1419 Caledonia ST</u>

13. Rick Cornwell 1828 Liberty St Lay
14. Sierra Schmidt 1321 Charles St
15. Scott Rusch 1349 Caledonia St
16. Mike Lince 1747 Rose St
17. Joe Lhee 2550 1st Ave W.
18. D. S. Dutton 1909 Charles St
19. Randy Beal 1321 Avon St
20. Jean Mc D Anna. 1025 Oak A.S.
21. Harry Johnson 615 Plainview Rd
22. Jennifer A. Krenbich 2010 So. 14th Street
23. John Ludwig 1005 Monroe St Dulaska
24. Cheryl Butthfeld 1618 North St
25. Jean O'Brien 1618 North St.
26. Brian Tullis 1928 Wood St
27. Scott Frost 2502 Harvey St.
28. Brad Jais 916 13th Ave S

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NAME	ADDRESS
1. Rod Lapowske	1938 NAKOMIS LACROSSE WI Rod LAKOWSKE
2. Monica L. Powell	N2333 Fen Lockney DR. LaCrosse, WI
3. John S. Heck	552 6th Ave N - Onalaska
4. Sandy Munglitz	3770 Emerald Dr. E Onalaska Onalaska
5. Kenneth Weston	1103 Nancy CT LACROSSE, WI
6. Mardi Dornl	9806 Floral Lane, LaCrosse, WI
7. Mary Bolin	3510 East Ave La Crosse, WI
8. Mike Mercier	1911 Liberty St LaCrosse wis.
9. Sylvia Weathers	14 lopeland Ave #301 LaCrosse
10. Rita Lyck	1307 HAYES ST #116 LACROSSE
11. Joyce Fulford	4022 Starlite Dr. LaCrosse
12. Mary E. Dyer	1111 Island #8 LaCrosse WI 54603

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**City of La Crosse.** Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

NAME

ADDRESS

1. Nancy E. Jones 2715 Prospect St LaCrosse
2. Proger Johnson 2826 Hamilton St. La X
3. Eleanor L. Johnson 2826 Hamilton St La Crosse
4. Carolyn Johnson 7319 Winnebago La X
5. Donna Spears 2608 Fanta Reed Rd La X
6. Jeaneen Cushman 1017 Valley View Dr Ona
7. Timothy Kendallhamer 1640 LAKE SHORE DR LA X.
8. Thomas Trueman 1632 Kane ST La Crosse
9. Retta Tarance 1604 Nakomis Ave. La X
10. Judith Forcier 2023 Winnebago St La X
11. Ellie Dorman 1344 Nakomis Ave. La Crosse
12. Diane Moss 1597 Medary LN ONalaska

13. Peggy Trudeau 1632 Kane La Crosse
14. Kathy Clausen 4221 Penner St La Crosse
15. Madlene Skerwin W1664 State Hwy 54  
Coalesville
16. Erin Hogg 1409 Wood St La Crosse
17. Kenneth Rochelt 3140 28<sup>th</sup> St La Crosse, WI
18. Joan E Henry 16446 Henry Drive Utica, NY
19. Bill Wellard 377 507<sup>th</sup>
20. Debra Carlson 1728 Crooked Ave. Holmen, WI
21. May Hefmning 1517 Prospect St. La Crosse
22. Ann Holding 1420 19<sup>th</sup> S La X
23. Bob Bloom 502 Green Cobble Rd. Onondaga
24. Patricia Nelson W5655 State Rd. 33, #84 La X
25. Darlene Schae 916 1<sup>3/4</sup> Ave S. Apt 8 Orulasky, WI
26. \_\_\_\_\_
27. \_\_\_\_\_
28. \_\_\_\_\_

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NAME

ADDRESS

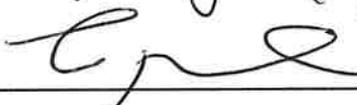
1. RANDY MOORE 415 S. 22<sup>nd</sup> St La Crosse, WI. 54601
2. Henry Kumbiel 1794 C. Rd. SToddard
3. Kathy Chase 921 St. Paul LaCrosse 54603
4. Alan Webster 1900 Market LaCrosse
5. Bill M 405 Caledonia St. LAX
6. Paula H 406 Caledonia Lax
7. Federico Rivera 402 Caledonia St. LAX
8. John Schwin 404 Caledonia St. LAX
9. GAIL HAPPEL 1414 ↓ ↓ #24 ↓ 54603
10. Craig Walter 809 Kelly Pl. Lax 54603
11. Randy Walter W4132 CR D LAX 54602
12. Dave Johnson 1917 Avon Lax. 54601

13. Trisha LaFleur 1646 Prospect St LaCrosse WI 54603
14. Don Jahn 3107 Edgewater Dr. LaCrosse
15. JIM HAGEN 1419 CALEDONIA ST #4 LACROSSE
16. Alex Ham Bopeland Ave LAX
17. Todd Anderson 1929 ORASKA AVE
18. ~~John Jahn~~ 1443 AVON
19. Kari Jahn 1443 Avon St
20. ~~Kim Markwardt~~ Kim Markwardt 2118 Hyde Ave LAX
21. ~~William Markwardt~~ William Markwardt 2118 Hyde Ave LAX
22. Joseph Klingbeil 918 St. Cloud LAX
23. Timothy Lisick 718 Island St. LAX
24. James Collins 208 19th St. LaCrosse
25. Tim Mick W5918 Valley Park Wy LaCrosse
26. John P. Paul 1440 Caledonia St. Lacrosse
27. John Schirm 1747 Rose St.
28. Deb Johnson 1116 Charles St Lax  
Dew Dew

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**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

1. ~~Jim~~ Jim Nemeth 212 Hinkley RD
2. FRANK L WOODS 1025 OAK AVE SO.
3. Doug Polos 152 HAZELWOOD LN ONTARIO WI
4. Tim Fitzpatrick 2618 Lakeshore Dr.
5. Eric Peterson 1203 MOORE
6. Scott W. DeFaney 2312 Prospect St. La Crosse, WI
7. Kristi Snyder 2411 Wood St. LaCrosse
8. Gregory Holtman 1403 George St.
9. Michael J. Hill 722 Dutton St.
10. Mike Lynch 108 CLINTON ST
11. Michael A Kaufman 5644A County K
12. Gary Janyer 401 OLIVET ST.

13. Stanley Bland 2604 Prospect ST LAX
14. Phil Bitingo 2556 2<sup>ST</sup> Ave E. Lax
15. Julius Kuhn 1447 Caledonia ST Lax
16. Steve Bearden 1541 Weston St. LAX
17. Nancy Mager 1035 Schaefer Dr OWA.
18.  T. MORSTATTER 3235 ELM DR LACROSSE
19. Alf Grinslow 2420 Prospect<sup>ST</sup> LaCrosse
20. DAVID KEMPF 1922 CHARLES ST LACROSSE
21. Rick Fuller 2110 Kane St LaCrosse WI
22. Jess Schich 419 RYAN Street Holmen WI
23. Diane Payne 2114 George St., LaCrosse
24. Jim Becker 1122 So 28<sup>th</sup> LaCrosse
25. Chris Weiss 228 Country Club Ct LaCrosse
26. Dick Riniker 1519 Winnebago St LACROSSE
27. Sherron Riniker 1519 Winnebago St LACROSSE
28. Angel Wroble 1748 LaCrescent St. LaCrosse

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NAME

ADDRESS

1. Ardis Van Riper 2617 Sand Lake Rd Onalaska
2. Kevin Casspersen 4232 Jackpot Ave. Sparta
3. Carol Parker W 4446 US Hwy 14/61
4. Thomas Jurch 400 Copeland Ave. North La Crosse
5. Bonnie Kindred 1501 SAINT ANDREW ST.
6. KERRY ROSS 800 ST. JAMES ST.
7. Carl Jay Lesky 2015 Prospect St
8. Shirley Lesky 2015 Prospect St.
9. Jolene Quinn 526 Caledonia St. LaCrosse, WI 54603
10. Jean Houlihan LaCrosse, Wis. 54601
11. Elaine Grant Onalaska, WI 54650
12. Bob Lepum 1930 Farrell Dr Sp 54601
13. Alan Grant Onalaska, WI 54650

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- NAME Pete Thofne ADDRESS 2018 Prospect St. LAx
1. Joanne Thofne 2018 Prospect St. LAx
  2. Bea Sunda 2139 Charles St. LAx
  3. Charlene Sanderson 2139 Charles St LAx
  4. Michelle Husman 2417 Prospect St
  5. DAVE SANDERSON 2417 Prospect ST
  6. Darry Chesbro 2526 WOOD
  7. Ron Brenner 2103 Loomis St.
  8. Rick Fuller 2110 Kane St LaCrosse WI 54603
  9. MICHAEL Devine 1539 LOOMIS ST LaCrosse WI 54603
  10. Gerald Hammele 1906 Charles St LaCrosse WI 54603
  11. FRANK L NOURSE 1025 OAK AVE SO. ONALASKA. WI
  12. Joan Souffer 1025 oak Ave So. onalaska WI

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**NAME** **ADDRESS**

1. Alana J. Jm 1025 OAK AVE E, ONALASKA
2. [Signature] 1035 GREEN ST ONALASKA, WI
3. EMIL J. Breid-e' 3006 S. 29rd St Lax
4. Brue Hebe 3125 Lakeshore Dr Lax
5. MARK HESS 1808 LAKE ST. LACROSSE
6. DOUGLAS A. SIPOS 712 CLINTON ST LACROSSE
7. Jeff Solond 1318 Bainbridge St La Crosse
8. Mike Richmond 519 Plainview Rd Lacrosse WI
9. Robert L. Walker 1725 Kelley St Holmen, WI
10. John Ross N1496 Wagon Rd
11. Joyce M. Mann 320 7th St Onalaska, WI
12. Dawn Kehn 2539 Hawkey St LaCrosse
13. ari Jann W5302 LTH B LACROSSE WI

13. Linus Kujak 929 4th Ave No Onalaska, WI 54650
14. Debbie Miller, ~~Linus Kujak~~ 2550 1st Ave W. LaCrosse WI 54603
15. Colleen Kujak 929 4th Ave No Onalaska, WI 54650
16. Jane Miller 2623 Greenwood Drive LaCrosse WI 54601
17. Ron Miller 2623 Greenwood Dr LaCrosse, WI 54601
18. Robert J Miller 2550 1st Ave W. LaCrosse, WI 54603
19. David Wardwell 2550 1st Ave W LaCrosse 54603
20. Mr RSK 322 Rose Dale WI 54603
21. Jay Blank 1421 Loomis LaCrosse WI. 54603
22. Jack Tische 1602 LAKE SHORE DR WY 54603
23. Kate Fischer 1602 Lakeshore Dr WY 54603
24. Jay Olson 1606 Lakeshore LAx 54603
25. Greg Erpenbach 320 S. 2nd St. LaCrosse WI 54601
26. Carrie McDouge 1511 Flat Road Hdman, WI 54636
27. Jill Blank 1421 Loomis LaCrosse WI 54603
28. Alissa Wilson 2110 Kane St LaCrosse, WI 54603

13. Luis Clemente 403 Hattan St, Bangor, WI 54614
14. Pamela J. Berg W3509 Cty. Rd M LaCrosse, WI 54601
15. Carmen Stello N8754 State Rd 108, Mindoro, WI 54644
16. Jeff L. Clew W3507 County Rd M LaCrosse WI 54601
17. Jennifer Pederson 807 Meadow View St. Bangor, WI 54614
18. Wayne J. Jg 2241 14<sup>th</sup> St S La Crosse WI 54601
19. Sarah Christensen 504 Cardinal Ave Rockland, WI 54653
20. Tammy Lawson 113 Vista Ct West Salem WI 54669
21. Karson 113 Vista Ct West Salem WI 54669
22. Colin Christensen 504 Cardinal Avenue Rockland WI
23. Jeff Jure 113 Vista Ct West Salem
24. Kate Knox N4885 Linse Rd W Salem 54669
25. Jeff Rupp 2414 Wood St, LA CROSSE WI 54603
26. Mary Sewais 134 Rosewood Ln S, West Salem WI ~~54669~~ 54666
27. Brian D. Horstman W3351 Horstman Rd West Salem WI 54669
28. Brendy Harris 670 Elm St. West Salem WI 54669

13. Brian Strupp 3125 Cardale ca
14. Kelley Price 2810 Bayshore Drive
15. Tim Kiesling 2810 Bayshore Dr
16. Gary A. Stogen 322 2085 St 1
17. Kathryn Walters 809 Kelly Pl. LaCrosse, WI  
54603
18. Donna Bentzen 2902 Pierce Ave LaCrosse
19. Quinn 1412 LA CRESCENT ST. LACROSSE  
54603
20. Chris Moon 212 Hinkley St.
21. Chad Hanson 1303 LaCrescent Pl
22. Robert T Lancel 2433 WOOD ST.
23. Dave McCann Dresbach MN
24. Jandra S. 1538 Loomis St
25. KEITH KOWETCHY 1419 Loomis St LaCrosse
26. Jill Blank 1421 Loomis St. LaCrosse
27. Ferry Bland 1421 Loomis St. LaCrosse
28. Scott T. Swann 712 14th Ave N - ONA
29. Julie K Swann 712 14th Ave N - ONA
30. Carrie Kowetchy 1419 Loomis St. LaCrosse

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**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

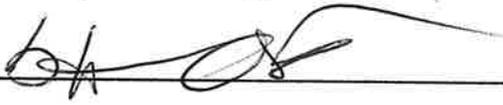
- 1. Nancy Lounsbrough 205 W. Ave West Salem, WI
- 2. Sherry Bonsall 450 Lark Lane West Salem, WI
- 3. Donna K Schaller 677 N. Mark St West Salem, WI
- 4. Donna K Schaller 677 N. MARK ST WEST SALEM
- 5. Arvid Nansen 413 MAPLE ST WEST SALEM WI
- 6. Cheryl Ann Hanson 413 Maple St, West Salem. 54669
- 7. Carol Gable Salem Terrace Apt 6 West Salem, WI 54669  
104 Lewis St.
- 8. Mary Schaller 317 N Van Ness St West Salem Wis 54669
- 9. Tony Greene 317 N. Van Ness West Salem, Wis 54669
- 10. Douglas M Schaller 317 Van Ness St. No. West Salem, WI 54669
- 11. Ellen Stutz 1403 Lincoln St Bangor WI 54614
- 12. Theresa Severson 1516 Rabus Dr Bangor WI 54614

13. Kathleen Holden 1649 Charles St. LaCrosse, WI
14. Michael Carvers 223 Olive St LaCrosse 54603
15. Cheryl Foster West Salem WI
16. Maureen Wermedal, West Salem WI
17. Mary Ann Puckert 3314 S. 28<sup>th</sup> LaCrosse
18. D. J. W. West Salem, WI
19. Karen Sugganbuehler 3505 Park Lane Dr. LaCrosse WI 54601
20. Gary Rowan Onalaska, WI. 54650
21. Teri Eenee 2631 Lakeshore Pr. LaCrosse, WI
22. Vicki Ash W5585 Cty Rd MM, Lot 125 - LaCrosse, WI 54601
23. ANNE McQUILLIAMS 415 KING ST 415 LACROSSE 54601
24. David J Wolfe 727 Avon St #1 ~~608~~ 54603
25. Sharon Kolmetz Apt 114 1606 Prairie Pl. Holmen, Wis 54636
26. John H Besler 2605 Thomas St LaCrosse WI: 54603
27. Peter Amunrud 3505 Park Lane Dr. LaCrosse WI 54601
28. Teri Amunrud 3505 Park Lane Dr 54601

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NAME	ADDRESS
1. Jodi Wolfe Peck	2312 Onalaska Ave. LaCrosse
2. [Signature]	2312 Onalaska Ave LaCrosse
3. James Chase	234 Elm St. LaCrosse 54603
4. [Signature]	4984 County Kat Madison
5. Cherie R. Chase	1026 Lacrescent La Crosse WI
6. David Peck	2312 ONALASKA AVE LA CROSSE
7. Dennis Clark	115 Campbell St Rockland, WI 54452
8. Lou Lee	2637 29TH St. S. LaX
9. [Signature]	1410 Crestwood West Salem, WI
10. Erica Schry	N 910 Co. Rd C West Salem
11. Amy Moquin	220 Rose St. N West Salem
12. Kristi Wicklund	6600 St. Hwy 56 Genoa, WI

13. Kate Decker 527 Garland St. E West Salem
14. E. an N9303 Burr oak Ct. Melrose
15. any other N1672 Ritter Ln Coon Valley, WI
16. Nancy Giljan W3863 Pinpoint Road Mindoro, WI
17. Greg Sheeton 22002 Kasita Rd Sparta WI
18. Peter Lockington 1309 10th St S, La Crosse WI
19. Renee Wasmu 511 Lewis West Salem, WI
20. Alissa Frayen 146 Clark St S. West Salem, WI
21. Kim Tawne 2833 Hamilton St. La Crosse WI
22. Terri Kirchner W904 Anderson Rd Mindoro WI
23. Sharon Masun 208 Oak Ave N West Salem WI
24. Stephanie Forel N8357 County Rd V Holmen WI
25. Mark Smith 3715 South 2<sup>nd</sup> St La Crosse WI
26. Julia Beswell 3630 Calvert road La Crosse WI
27. Alleigh Weigel 527 Garland St West Salem
28.  800 WEST AVE N  
LOT 218  
WEST SALEM WI  
54669

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NAME

ADDRESS

1. Lindsay Anderson 3126 Herten St. Holmen WI 54636
2. Juudmmen 565 Gregory St. ~~Holmen~~ Onalaska WI 54650
3. Maris Maercklein 616 4<sup>th</sup> AVE N Onalaska 54650
4. Hayle Dayton 627 Amy Drive Holmen WI 54636
5. Duane Kneif 211 W. HAMLEN ST WEST SALEM WI 54669
6. Bonnie Steidl 2543 16<sup>th</sup> ST. S. LaCrosse WI 54601
7. Kahina Wharton W5598 County Rd "D" Holmen WI 54636
8. Andrew Walter 1911 East Ave South LaCrosse WI 54601
9. Cyril Hofner W5266 CTHT Holmen, WI 54636
10. Dan Hofner W5266 CTHT' Holmen, WI 54636
11. Don 309 Callaway Ct LaCrosse WI 54603
12. Ann L 1033 Windmill St. Onalaska, WI 54650

13. Megan Degenhardt 165 Clark St. S West Salem WI
14. ~~C. Stover~~ 1070 Redwood St. Onalaska, WI
15. Rebecca Lehrke 15601 Hat Ave, Sparta, WI 54656
16. Elizabeth Buchner W6797 Woodhollow Rd Holmen WI 54636
17. ~~Frank Minnow~~ FRANK MINNOW 2505 RIVIERE EAST LA CROSSE
18. ~~Sam Rutzen~~ 22002 Harota Rd. Sparta, Wis.
19. Anne Dayton 1808 Mississippi St La Crosse WI 54601
20. Reina Comstock 2619 Main St. La Crosse, WI 54601
21. Paul Kaiser 800 West Ave N lot 177 West Salem WI
22. Jayde Nelson 2121 Abbey Road, Onalaska WI, 54650
23. Molly Haugen 1611 Bangor St. Bangor, WI 54614
24. Carrie Mallum 433 Central Rd. La Crosse, WI 54603
25. Kim Prunt 800 West Ave N lot 191 <sup>West</sup> ~~Salem~~ 54669
26. Sach Pr. Sarah Panschinski 120 Kenlake West Salem WI 54669
27. Cynthia Bidwell 1206 Cardenaf St Bangor WI 54614
28. Sara D Thosen 1801 Wood St La Crosse WI 54603

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- | NAME                | ADDRESS                           |
|---------------------|-----------------------------------|
| 1. Leslie Zell      | 313 Lewis St West Salem WI        |
| 2. <del>Conni</del> | N 5521 St. Rd                     |
| 3. Amy Beyer        | N 5521 St. Rd 108 West Salem      |
| 4. Donna Beyer      | N 5521 St 108 West Salem          |
| 5. Cheryl A. Lee    | W 5187 Lee Rd. West Salem, Wis    |
| 6. Kynda Jausche    | W 4185 County Rd B West Salem WI. |
| 7. Lisa May         | 609 Lynn Dr. West Salem, WI       |
| 8. Davis Smith      | 491 Campfire Dr. W. Salem, WI     |
| 9. Aloia Honch      | 318 N Clark W. Salem              |
| 10. Howard Larson   | N 5914 CTAB Perry or WI           |
| 11. <del>Zin</del>  | 165 Clark St S West Salem WI      |
| 12. Nancy Reader    | 800 Franklin #5 W.S. WI           |

13. Donald Schmid 404 W. Hawthorn St West Salem

14. Jan Goff 800 West Ave N Lot 252 West Salem

15. Paul H Pegenhardt N-4808 Lince Rd West Salem

16. Vicki Dege Road N4808 Lince Rd West Salem

17. Mandy Dege Road 306 17th Ave N. Banger, WI

18. Kim Dege 813 Winchester St, West Salem

19. Paul Dege 813 WINCHESTER ST W. SALEM

20. Mary Dege 800 West Ave N Lot 252 West Salem

21. Ven Dege 339 W. Rose St W.S. 54669

22. B. Dege 882 Mark St, W.S. 54669

23. W. Dege N4368 Ruby Ln W. Salem 54669

24. W. Dege 459 Youlon St. North West Salem 54669

25. S. Dege 325 Hamilton St W West Salem 54669

26. A. Dege 325 Hamilton St W West Salem. 54669

27. Rachael Dege 459 Youlon St. N. West Salem, WI 54669

28. Darren Dege 220 Rose St W West Salem WI 54669

**This petition is to collect signatures to show support for the Resolution that is being brought before the Common Council of the City of La Crosse.**

Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

NAME	ADDRESS
1. Milly Goethe	255 Lewis St West Salem WI 54669
2. Jeanne m mayr	N4907 Linse Rd West Salem
3. Nancy Horstmann	W3351 Horstman Rd West Salem WI 54669
4. Jillisa Schoenbauer	N6648 Scotch Coulee Rd E West Salem, WI
5. Trevor Kastenschmidt	504 Hamilton St West Salem WI 54669
6. Jessica Ghai	800 West Ave N. Jct 69 West Salem WI 54669
7. Susan Krause	360 E. Hamlin, WI
8. Popi Kern	360 E HAMLIN 54669-1248
9. Marie Chambers	80 W. Ave N. #108 West Salem, WI 54669
10. Richard Brown	N4955 Linse Rd. 54669
11. Cecilia Brown	607 N Leonard #3 54669
12. Ben <del>Proctor</del>	800 W AVE N #128 West Salem, WI

13. 587 Fox 321 Wagon 4425

14. Hollis Smith 204 Otto Bossard St. Bangor, WI

15. Dawn M. Mader W2433 Casa Del Sol La X  
WI 54601

16. Maureen J. Roman La Crosse

17. Dawn Falck La Crosse

18. J. Oldenburg West Salem, WI

19. Henderson West Salem, WI

20. Chris Jepson West Salem WI

21. Ray M. Malledahl West Salem WI

22. Donald Cooney Holman, WI

23. Bonnie Holcomb West Salem, WI

24. Kristi J Houston, MN

25. [Signature] Houston, MN

26. Art Stelt La Crosse, WI

27. Doc Piper Rockland WI

28. Just Piper Bangor, WI

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**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

1. John Hammill 412B Gillette St LaCrosse, WI 54603

2. \_\_\_\_\_

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Our position is that this is a basic question for the City Council homeless shelter or Senior Center — All other issues should be left for a court.

Amy Dunaway  
Sandra Letten

2211 Mississippi St. LaCrosse, WI  
54601  
2118 S O 21ST St, La Crosse, WI, 54601

Jane Schank  
Marlene Nelson  
Darlene Carlson  
Tom Heftman  
Connie Herman  
Jim Sinniger  
RONNIE SINNIGER  
Shirley Quandahl

Arcadia  
Mandovi  
Winoria  
Winona  
Whitehall  
Ja Cross  
Ja Cross  
Onalaska

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NAME

ADDRESS

1. Jella Alexia 1511 Franklin St. Onalaska WI 54650
2. Janet Pine 204 Garland St E West Salem 54669
3. Jena Powers W3726 County Road T Mindoro WI 54644
4. S. Z... 109 E. Gunder Rd. Holmen, WI 54636
5. Janet Amador 657 Green Ct Onalaska WI 54650
6. Kyle Jandrygauski N 1060 Wunsch rd Lacrosse WI 54601
7. Max P. H... 3408 Robinsdale Ave LaCrosse, WI 54601
8. Martana Parker W1955 State Hwy 16 Bangor WI 54601
9. Laurie Ellington 943 Garland St E#4 West Salem, WI 54669
10. Yvonne Warden 2617 Bluebird Ct., LAX, WI 54601
11. Cassandra Pine-Nucleer 231 Hamlin St W, West Salem, WI 54669
12. Gene Lusk 1264 City Rd P.H. Onalaska, WI.

13. May Mae 1264 Co Rd PH Onalaska, WI 54658
14. Joe Pfeiffer 2316 Woodst Lacrosse WI 54603
15. Gaylord Simmons 1637 Pine Ridge Dr Ona, WI 54656
16. Gita Klahn 3634 Calvert Rd La Crosse, WI 54601
17. Leony Klahn 3634 Calvert Rd La Crosse WI 54601
18. Allon Macher 1930 Cherokee Ave Lacrosse WI 54603
19. Mark Ristaben W8295 EB Onalaska 54650
20. Roger Marke 2301 E Henry Rd West Salem 54669
21. CARY Cossette 1836 Aiken Rd. LACROSSE, WI 54603
22. MARYANN Thompson BANGOR Wis 54617
23. Patricia Arney Onalaska
24. Jerome Arney Onalaska
25. Rueb & Bob Spack La Crosse
26. Ronovan Trech Onalaska
27. K Amy Hammes Onalaska
28. Mary Meefeld La Crosse

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NAME

ADDRESS

1. Tim Osiecki 108 N. Holman Dr. #6 Holman WI 54636
2. Jeanne Mae 917 North <sup>Sando</sup> ~~humb~~ <sup>Q</sup> ~~malco~~ <sup>R</sup> ~~on~~
3. Betty Macha 1930 Cherokee Ave LAX
4. Sharon Cuddeh 1631 Sand Lake Rd #121
5. Judy M. W. W. <sup>Onalaska, WI</sup> Apt 225 Mon Downhills Ln
6. Dorothy Glenn 2106 SHARON ST LACROSSE, WI
7. Sam Marke 2301 East Henry Rd West Salem
8. Betty Borsheim 805 Spillway Dr
9. Pat Mulrine 923 Park Ave. W., Ina.
10. Al Borsheim 805 Spillway Dr
11. Susan M. Ness 3366 East Ave SD.
12. Paul 2114 Losey Blvd S Lax 54601

13. Frances Amundson Rockland

14. Nell Martell West Salem

15. William A. Martell West Salem

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NAME	ADDRESS
1. Kyle Ritter	2106 Kane St LaCrosse
2. Janet Prise	2236 Onalaska Ave LaCrosse
3. Jerry King	1117 Avon St
4. Ron Malay	1646 George St. LACROSSE
5. Dave Dehany	732 Hillview Ave LaCrosse
6. Greg Adams	2113 Loomis St Lax
7. Jerry J. Johnson	1309 Campbell St.
8. Neil Payne	1805 Carvers St
9. Jim Bonifant	2812 S 23 LAX
10. Diana Rochester	162 Buckingham Ln.
11. JOHN PATRICK LAFFEY	1115 DIVISION STREET LAX
12. Eliza Mello	1306 Kane St.

Next  
page

13. James May 2408 Comis St

14. Kim Antony 5422 Quail Drive

15. Linda Harris 2812 23<sup>rd</sup> St So, Lx

16. Kelly Howard 315 3<sup>rd</sup> St<sup>5th</sup> Lax

17. CRAIG WALTERS 807 Kelly Pl. Lax 54603

18. Sandra Neumeister 2024 Charles St

19. John Brose 2325 E Main Ona.

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13. Mary Powers 839 East Aven Duluth
14. Bill Chad 631 Vilas St ONA
15. Carol Grant 845 W. Broadway Winona Mn. 55987
16. Jan Aylsworth BODERDIE LANN HOLDEN
17. TOM & TONYA AIELLO 2306 SANDSIDE CT, ONA
18. Bernice Otto La Crescent, Minn.
19. Johnny Hall Winona MN
20. Betty Winona Mn.
21. June Sarden Jay
22. Dennis Sarden
23. Judson Emerson Bangor, Wis.
24. Ryan Derman N43212 Co Rd C Osseo WI 54758
25. ~~MA~~ 3950 Sunnyside Dr LaCrosse 54601
26. Alice Wicks 68 WARREN CT Winona #
27. Dorothy Larson Winona
28. Bennette Jarros Winona

OVER

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NAME

ADDRESS

1. Dilano Steyer 199 Blue Dr Bangor WI 54601
2. Rachel Tabor 1216 Fraser Way Onalaska WI
3. Robert W. Mahr 3011 Ward Ave., LaCrosse, WI 54601
4. Patty Soller 1424 Horton LaCrosse, WI 54601
5. Leon Ethel 1424 Horton LaCrosse, WI 54601
6. Nancy Gardner 1900 Fields Ct Onalaska
7. Sandra Hanson 1631 Sand Lake Rd. <sup>#222</sup> Onalaska
8. Rich Hinkley W6658 County Rd. D Holmen
9. Terry Shuck Rt 21 St. City Wis
10. Shirley Berbeck 1213 LaCrosse St Onalaska
11. Janice Polstad 2529 1st Ave East LaCrosse
12. Nicki Frie 1024 Whispering Wind Pl. Onalaska

13. Jason Van La Crosse
14. David King French Cholang
15. Jim B. Kupicha La Crosse WI
16. Dan Jare La Crosse WI
17. Jacob Ruk La Crosse WI
18. Peter Davison La Crosse WI
19. Andrea Davison La Crosse WI
20. Paul J. Bousal La Crosse
21. Jeffrey Motta La Crosse
22. Bryan Woolley La Crosse
23. Gus B. La Crosse, WI
24. Manny Casper La Crosse WI
25. Sherron Kazanek La Crosse WI
26. Claire Pahl La Crosse
27. Leo Bener La Crosse
28. Jerome Kamrowski Ettrick WI

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**NAME** Evelyn Jetyloff **ADDRESS** 620 Melin Ct Apt 22, Adams, WI. 54636

1. Diane Culbert W7004 Pineview Dr, Onalaska, WI. 54650

2. Ben B. Comeau Havenwood Onalaska Pa. 54650

3. Jeannette M Comeau Havenwood Onalaska Pa 54650

4. Marilyn Wood 3770 Emerald Dr E 54650

5. Andy Mergley " " "

6. Andrew Kador " " " " 54650

7. Earlmae Dahlby " " " 54650

8. Jim Dahlby " "

9. Loretta Clark " "

10. Shawn Kerschhoff " " 54650

11. Amanda Spielmann " " 54650

12. [Signature] " " 54650

13. Charlotte Hoffmann 3770 Emerald Dr. E, Spalding, WI

14. Audrey Dymond " " "

15. Karen Sieben W6769 Koppel Rd. Holmen Wis. 54636

16. Karen Wallace 116 Long Coulee Rd. Holmen Wis. 54636

17. Stacy Demier 116 Long Coulee Rd. Holmen, Wis 54636

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**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

1. Gretchen Bautista 2123 East Ave N. Onalaska WI 54650

2. Tim Schrock 1328 Garry St La Crosse WI 54603

3. Kathy Strong 1336 Garry St La Crosse WI 54603

4. Mary Michael 3770 Emerald Dr E Onalaska, WI  
54650

5. Sherry Clements Onalaska

6. Allen G Lee La Crescent

7. Ileen Fox 308 N 2nd St La Crescent  
APT 104

8. Beth Ellefson 316 Cook Street Lewis 54601

9. Maynard Jerome N6740 Niedfeldt Rd Bangor 54614

10. Karoly Jerome N6740 Niedfeldt Rd Bangor WI 54614

11. Dean Brazier !!

12. May Ann Smith 515 E. Broadway St, Virginia,

13. Charles H. Engel 480 Lark Lane West Salem, WI

14. Diana Engel 480 Lark Lane West Salem WI 54669

15. Elinore Miller W 4710 Lazy Acres Rd La Crosse

16. Dion Smith Macomber Holmes, WI

17. Jody Kanger Hokah MN

18. Patricia M. Hoffman

19. Jerome Jacobs

20. Robert S. Pearstep 1902 WOOD ST. LACROSSE

21. Eva M Pearstep 1902 WOOD ST LACROSSE

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NAME

ADDRESS

1.

John J. Harris La Crosse

2.

Julie Coates La Crosse

3.

Jusie Jvill La Crosse

4.

[Signature] La Crosse

5.

J. Barrett La Crosse

6.

Denise Barrett La Crosse

7.

Aubrey [Signature] Lacrosse, WI

8.

Heidi Krupicka LaCrosse, WI

9.

Richard A. Deema La Crosse

10.

Sharon Keisling La Crosse

11.

Bonnie Ambark LaCrosse

12.

Jim/Nancy. Cutler Lacrosse

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NAME	ADDRESS
1. Linda McAllister	516 S 5 <sup>th</sup> St. LaCrescent, MN
2. Cheryl Rumppe	7552 Cty Hwy Q Sparta, Wis
3. Dean E Henry	
4. Margaret Henry	
5. Julia Benson	503. Valley View Drive Decorah, IA 52101
6. Diane Hauser	W5890 County Rd S Onalaska, WI 54650
7. Donna Jean Navis	1311 Badger St #307 LaCrosse, WI 54601
8. Lebra Keller	1511 Gronemus Rd Coon Valley WI 54623
9. Peggy E. Kendrum	1640 Lakeshore Dr. LaCrosse WI 54603
10. Carolyn Sheldon	703 Russell Dr. N. Holmen
11. Kathy Scott	2516 Onalaska Ave. LaCrosse
12.	

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NAME

ADDRESS

1. Dan Hass 800 West Ave N #251
2. Susan Nincutz 321 Wagen Dr. Apt 106 West Salem WI
3. Jennifer Kuchler W3883 Stark Rd. Mondovi
4. ~~Matt~~ D. Vidal 121 Acorn Lane West Salem
5. ~~Jan~~ West Salem
6. ~~Steve~~ W1710 Hwy 16 Bangor
7. Shawn Johnson West Salem, WI
8. Jess Parent Bangor, WI 54614
9. Honda Jones West Salem 54609
10. Matt Parent Bangor, WI
11. Marla Steele 4612 Starlite Dr. La Crosse
12. Kathleen Rudser 727 East Ave. West Salem, WI

13. Michael Pedalier 800 case Ct Holmen, WI
14. Pat Muehler West Salem Boker Rd
15. Sarah Jensen 111 Lincoln Ave West Salem
16. Sandra Schmit West Salem WI
17. Sarah Norman 1602 Cardinal St Bangor WI 54614
18. Bob Pollack La Crosse, WI 54601.
19. Matthew Smith 1602 Cardinal St Bangor, WI 54614
20. James A Witte 420 GARLAND W WEST SALEM
21. Bam Glasshoff West Salem, WI
22. Schomberg N3030 CTH OA La Crosse WI 54601
23. Mark Skarberg (La Crosse WI 54601)
24. Melody Schmitz 371 N. Rose, W.S. 54669
25. Kason D Kunkow 1100 Briarcl Rd. West Salem, WI. 54669
26. Pamela Christensen N438 Esther Dr. Orlinda, WI 54650
27. Julie Pearson 3008 Gillette St Apt 21 La Crosse WI 54601
28. JUANITA CHRISTENSON N4879 LINSE ROAD, WEST SALEM WI 54669

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NAME

ADDRESS

1. Char Tauschew W4581 City-R.O La Crosse
2. Ann Baldwin 9005 Proser 1st. La C
3. Dad & Mom 2083 Wood St La Crosse
4. Michelle Cusack 2025 Wood St. La Crosse
5. Tolly 2025 Wood St. La Crosse
6. Kara Pleske 2033 Wood St La Crosse
7. Dylan Baldwin 2033 Wood La Crosse
8. Sybil Wallace 2033 Wood La Crosse
9. Howard J Wandrey 817 Valley ONALASKA
10. Gayle Wandrey - 817 Valley Ct, Onalaska
11. Diene Pausley - 1126 Main St Onalaska
12. Carole A. Strait - N5086 Green Coulee Rd.  
Onalaska, WI

14. Jim Strait N5086 Greenbottle Rd OK

15. Vicki L Ewens 44531 Gills Couper Rd West Salem  
59669

16. Cindie Nordstrom 3501 Hwy. 35 Alaska

17. Mariann Seehof 401 Otto Boshard Bangor, ME  
54604

18. Linda Hayes 669 Campfire Dr. West Salem

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# Senior Center Support Petitions

Lynn Berra

Herb Berra

9-5-

Maria L. Lusk Stone

Nancy Hammill

Dan Lewis

Glen Lunde

Liz Reier

Kathleen Fees

Karen Peterson

Barbara Rouse

James Rouse

Judy Spangler

Mary Tschida

Sherry Pederson

Ed Makacker

Rob Pederson Sr

Howard S. Wandrey

Ed Wandrey

Cathy Fechs (Cathy Fechs)

Janette Renning

Marie Spensley

Alia Guenther

Rick Hanson

Linda Matheny

Louise Paulus

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NAME	ADDRESS
1. Gary R. Schultz	1442 KANEST. LAX
2. Paul Elley	1442 Kanve St.
3. Annie Casper	W7197 Cty Rd Z Oneaska
4. Ann O'Healy	706 Lynn Dr. West Salem
5. Van Arquidy	1407 Kingswood Lane Oneaska
6. Kathryn Banasik	1205 7th St So. LaCrosse, WI 54601
7. Richard L. Banasik	1205 7th St. So. LaCrosse, Wi. 54601
8. Gerald Horch	W 5655 State Rd La Crosse Wis
9. Dorothy J. Hannon	5432 SEILER RD LACRESSENT, MN 55947
10. Judith Doolittle	1444 Wood St.
11. Marcus Doolittle	1444 Wood LaCrosse, WI
12. Joseph Doolittle	#515 So 17 <sup>th</sup> St.

14. Lisa Nettman 812 Avon St Lacrosse
15. Carolie Whiteway 315 So. 31st St., La Crosse
16. Mark Farnie 1723 FARNAM ST. LA CROSSE
17. Stuart J. Olson 2038 Rose Ct-LACROSSE
18. Lisa M. Williams 2312 Ferry St - La Crosse
19. ~~St. Nick~~ 430 N 2nd St Lacrosse
20. ~~Robert Blake~~ 2235 Wood St Lax
21. ~~Jimmy Z. Blake~~ 2235 Wood St. La Crosse
22. Richard P. Becker 2121 DENTON ST. LA CROSSE
23. Robert Melsheimer 624 Hagar St La Crosse.
24. Jack Melsheimer 624 Hagar St. La C.
25. Mary Toppen 2217 Park Ave. La Crosse
26. ~~Robert Farnie~~ 2217 Park Ave La Crosse WI
27. Sandy Noelke 332 17th St. S. La Crosse WI
28. James E. Kelle 230 17th St South Lx
29. Byron Parker 1912 FARNAM ST.

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- NAME Benny Schobornel ADDRESS 149 23rd ST. South
1. Donald Anthony 2341 BAINBRIDGE ST. LACROSSE
  2. Fred Lee 213 Avon LaCrosse WI
  3. Edward Emmer 1521 CRESCENT HILL DR LACROSSE
  4. Dorothy Karis 710 S. 16<sup>th</sup> LaCrosse, WI 54601
  5. JIM MAJUSKA 2831 So. 29<sup>th</sup> St. LACROSSE WI 54601
  6. DAVE Schindler 142 9<sup>th</sup> St South  
Box 2351 LaCrosse, WI 5460
  7. Pat Sheehan Patrice Sheehan 1625 Mississippi St  
La Crosse, WI 54601
  8. Harold R. Moe 1126 Mississippi St  
La Crosse, WI 54601
  9. Manissa A. Immerfall 1228 Pine St.  
La Crosse WI 54601
  10. Briley J. Dall 1300 Pine St  
LA CROSSE
  11. Deborah V Cromer Deborah V Cromer 424 22nd North  
LaCrosse, WI 54601
  12. Sandy Moe SANDY L. MOE LACROSSE  
N1993 WEDGEWOOD DR.

13. Or Zi 1127 9<sup>th</sup> St S.
14. Maxwell K. Walker 913 7<sup>th</sup> St S, LaCrosse WI
15. Kyle Johnson 901 Pine St., LaCrosse WI 54601
16. Taylor Zittel 827 Grove St, LaCrosse WI 54601
17. Barbara Strohm 2627 Van Loon Rd. LaCrosse, WI
18. Clyde Benjamin N 1610 TIMBER LANE
19. John 45902 Apple Orchard Ln.
20. Patrick Brauner 2020 Campbell Rd Lacrosse WI
21. Dennis / Moss 621 N. 23rd LaCrosse, WI
22. Kim Rachtke 1121 Lauderdale Pl. Ona, WI
23. Matt Rebbok 1513 State St LaCrosse, WI
24. Alissa Koenig 913 7<sup>th</sup> St. S LaCrosse, WI
25. John Johnson 1503 Jackson Street LaCrosse WI
26. James Hoskins 1241 Oriole Lane Onalaska WI
27. Jane Hoskins 1241 Oriole Lane Onalaska WI
28. Timothy B. Corral 320 S. 6th LACROSSE, WI

13. Laurie Beeskau 447 21<sup>st</sup> St. S. Jax WI 54601
14. Donna Neumann  
DONNA Neumann 913 Hanson Rd fr. IS,
15. Ted Hanson 10498 Frank Rd Caledonia MN
16. Theo J Abnet w6848 Clowdale Rd. Okauchee, WI 54650
17. Laura Binning 1141 Denton St LaCrosse, WI 54601
18. Mary L Baris 1901 Travis St LaCrosse WI  
54601
19. Donna Birnbaum w4350 Shady Pine S, LaCrosse 54601
20. Robert A Holland 2805 22<sup>nd</sup> St. S LaCrosse
21. Marilyn J. Rudee 1016 W. Elm St. West Salem, WI  
54669
22. Sarey Olson 2669 Longview Rd LaCrosse
23. Joyce Hagmann 1307 Liberty St. LaCrosse, WI 54603
24. LAWRENCE CHURCHILL → LA CROSSE 54601
25. SHERY CHURCHILL → LA CROSSE 54601
26. Georgia Hensch → 318 N Clark St Salem, WI
27. \_\_\_\_\_
28. \_\_\_\_\_

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- NAME Jim Jankovic ADDRESS 136 1st St #2  
La Crosse WI 54601
- 1. Bob Bognar 2818 S. 6th St Milwaukee WI 53317
- 2. Mary Johnson 410 Calloway Blvd LAX 54603
- 3. Mary Marsh 1900 Victory St #9 LAX 54601
- 4. David Mand 1900 Victory St. #9 Lax wis. 54601
- 5. Paul Buley N17878 Toppen Ln Ettrick, WI
- 6. Angie Switz 523 Troy Onalaska, WI 54650
- 7. Regina Haas 2814 James St LAX WI 54601
- 8. Stefanie Weise 1242 Jackson St Lax WI 54601
- 9. John Maff 2017 Green Bay St LAX WI 54601
- 10. Darius Martell 3028 29th Ct. S., LaCrosse WI 54601
- 11. Alessia Haas 2025 Jackson St LaCrosse WI 54601
- 12. LIM FOLEY W3585 CTH MM LAX WI 54601

Senior Center Support Petitions 194

Karen Saegrove

3524 East Ave S. unit B  
LaCrosse

Shirley Chapman

3100 Maple Dr. LaCrosse, WI

- 13. Kyle Sachleben 815 19 St
- 14. Alice M Jack 415 King St #807 LAX, 54601
- 15. Dail Spindler 3335 7<sup>th</sup> St #408 Lacrosse 54601
- 16. Kelly Ward 15465 Park Dr. Onalaska
- 17. Sheryl Bissin 3512 Poplar Grove, Brownsville, MN
- 18. Terese Erdman 2905 S Marion Rd LACROSSE
- 19. Amanda Epenbach 2905 S Marion Rd Lacrosse, WI 54601
- 20. Corrie Ludrickson 2912 Lowry Blvd S 54601
- 21. Shirley Atchison 1521 Gladys Lacrosse, WI 54601
- 22. Judy Craven 1025 Oak Ave So. Onalaska, WI 54650
- 23. Wendy Craven
- 24. Marion Hill 1230 Badger St
- 25. Jim Fellad 215 So, 7th St LAX, 54601
- 26. Diane Fellad 215 So, 7th St Lacrosse, WI 54601
- 27. Joyce Deal 1904 30<sup>th</sup> St So LAX 54601
- 28. John Deal 1904 30<sup>th</sup> St. So. LAX
- Linda Dayton 1244 Caroline St LAX
- Kathy Mulholland 3126 Robin Hood LAX
- Debra R. Walton 1126 Mason Onalaska
- Debra Sachleben 815 19th St LACROSSE

13. Chris House Onalaska 1061 Green St.
14. Arden Hornum " 527 Oak Ave S.
15. Merv Hermene " 527 Oak Ave S.
16. Joan Killehen W6839 Cloverdale Rd - Onalaska
17. Helen Killehen " " " "
18. Tammy Caspersen Sparta
19. Kawron W1518 Riverview Ct.  
Stoddard, WI.
20. Bernice Arentz Hochlander St-Lax
21. Neil Roggenbach
22. Mary Arentz 507 Powell St. Lax.
23. Fay Arentz 1522 George St. Lax-W
24. Rand Arentz 2403 Wood St. Lax-W.
25. Ker's Arentz " " "
26. Mark Barton 1549 Park Avenue LaCrosse  
54601
27. Diane Twite 1205 7<sup>th</sup> St apt 110 LAX
28. Sherry Hould W4942 N. Chipmunk Rd. Stoddard, WI  
54658

→ No Homeless @ Harry J. Olsen. City Sell Building to Seniors.

**This petition is to collect signatures to show support for the Resolution that is being brought before the Common Council of the City of La Crosse.** Please sign the petition to let our elected officials know how important The Harry J Olson Senior Center is to You and to the Community. You do not need to be a senior to sign the petition!

	<u>NAME</u>	<u>ADDRESS</u>
1		
2	Roxie Kiesling	1922 Prospect
3	<del>1928</del> Sandra Taylor	1928 Prospect
4	<del>James Taylor</del>	1928 Prospect St
5	Michelle Moller	1932 Onclaska Ave
6	Mrs Moller	1932 Onclaska Ave
7	Todd Anderson	1929 Onclaska Ave
8	Carol Anderson	1929 Onclaska Ave
9		
10		
11		
12		
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