



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Finance & Personnel Committee

Thursday, March 7, 2024

6:00 PM

Council Chambers
City Hall, First Floor

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

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

- Register online at <https://www.cityoflacrosse.org/city-services/meeting-registration>
- Contact the City Clerk's Office no later than 4:00p on the day of the meeting, with the following information: name, municipality of residence, if you are representing an organization or a person other than yourself at the meeting, and if you are speaking in favor, opposition or neutral.
- Sign up in person no less than ten (10) minutes before the start of the meeting.

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

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

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

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[23-1487](#)

Resolution approving partial vacation of public street Right-of-Way on the east side of 28th Street South, near Fairchild Street East.

Sponsors: Happel

Public hearing.

[24-0237](#)

Resolution approving Investment Service agreements for the period of April 1, 2024 through March 31, 2025.

Sponsors: Reynolds

- [24-0262](#) Resolution authorizing the City of La Crosse Arts Board to enter into grant agreements.
Sponsors: Kahlow
- [24-0279](#) Resolution appropriating ARPA funds in the amount of \$60,000 in connection with Legal Action of Wisconsin's project entitled Eviction Defense Project to establish a service to provide free legal assistance for families that are at risk of eviction.
Sponsors: Neumann
- [24-0280](#) Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association for January 1, 2024, to December 31, 2026.
Sponsors: Happel
- [24-0281](#) Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association Local #26 for January 1, 2024, to December 31, 2026.
Sponsors: Happel
- [24-0283](#) Resolution directing the advertisement and sale of not to exceed \$6,765,000 aggregate principal amount of Sewer System Revenue Bonds, of the City of La Crosse, La Crosse County, Wisconsin
Sponsors: Reynolds
- [24-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
F&P Item Only, unless otherwise directed.

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Finance & Personnel Members:

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1487

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving partial vacation of public street Right-of-Way on the east side of 28th Street South, near Fairchild Street East.

RESOLUTION

WHEREAS, the public interest requires the vacation of certain streets and alleys within the corporate limits of the City of La Crosse, and

WHEREAS, such vacation should be done as expeditiously as possible.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the partial vacation of the street as described on attached Exhibit "A."

BE IT FURTHER RESOLVED that the portion of the street above-described be, and the same is hereby ordered vacated, subject, however, to any and all reservations for any and all public and private utilities.

Adjacent Properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-50138-80	Richard & Mary Wateski	2808 Fairchild St. W	2808 Fairchild St. W	La Crosse, WI 54601
17-50139-40	Jacob P Kramer & Rebecca J Lichtie	2803 Fairchild St. E	2803 Fairchild St. E	La Crosse, WI 54601

Partial Vacation of 28th Street

A part of Lot 4 in Block 3 of the Second Addition to the Green Acres Addition being in the NE ¼ of the SE ¼ of Section 9, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows:

That part of the right of way of 28th Street lying between the following two East and West lines:

Northerly of the North line of a 50' wide right of way known as East Fairchild Street;

Southerly of a line lying 172.5 feet South of the North line of said Lot 4 measured along the East right of way line of the Burlington Northern and Santa Fe Railroad, said line also known as the North line of the unrecorded plat of Bion's Addition.

Excluding from above a 60' wide strip lying adjacent and Easterly of the East right of way line of the Burlington Northern and Santa Fe Railroad formerly being the Chicago, Burlington and Quincy Railroad.

See attached Exhibit "A"

Drafted by: jmc 12/1/2023

Checked by: kjc 12/11/2023

S:_PROJECTS\2023 MISC\23-033 28th Street Vacation at East Fairchild Street\28th Street Right of Way Vacation.docx

EXHIBIT "A"

28TH STREET
PARTIAL R.O.W. VACATION

29TH

NW CORNER
LOT 4

40'

WEST FAIRCHILD STREET

10'

28TH STREET
VOL. 330 PG. 576

*SECOND ADDITION
TO GREEN ACRES
ADDITION*

LOT 4

LOT 5

BLOCK 3

68.6'
60'
PROPOSED
R.O.W.

62'	62'	62'
BION'S		
274 - 483 1959	259-297 1956	257-136 1955
9	10	

UNRECORDED
ADDITION

PROPOSED VACATION

50'

EAST FAIRCHILD STREET

VOL. 318 PG. 537

7

1

0 30' 60' 120'



BURLINGTON NORTHERN SANTA FE RAILROAD

100' R.O.W.



In the Matter of the partial vacation of
of 28th Street.

LIS PENDENS

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NOTICE IS HERBY GIVEN that a resolution
has been introduced to the Common Council to be
acted upon by such Common Council, which said
action has been taken at the initiative of the Common
Council of the City of La Crosse, wherein the following
property, to-wit:

LEGAL DESCRIPTION ATTACHED
and shown on the map attached hereto as Exhibit "A"
showing the location thereof, is sought to be vacated.

Dated this____ day of_____, 2024.

CITY OF LA CROSSE

By: _____
Stephen F. Matty
City Attorney

Drafted by:

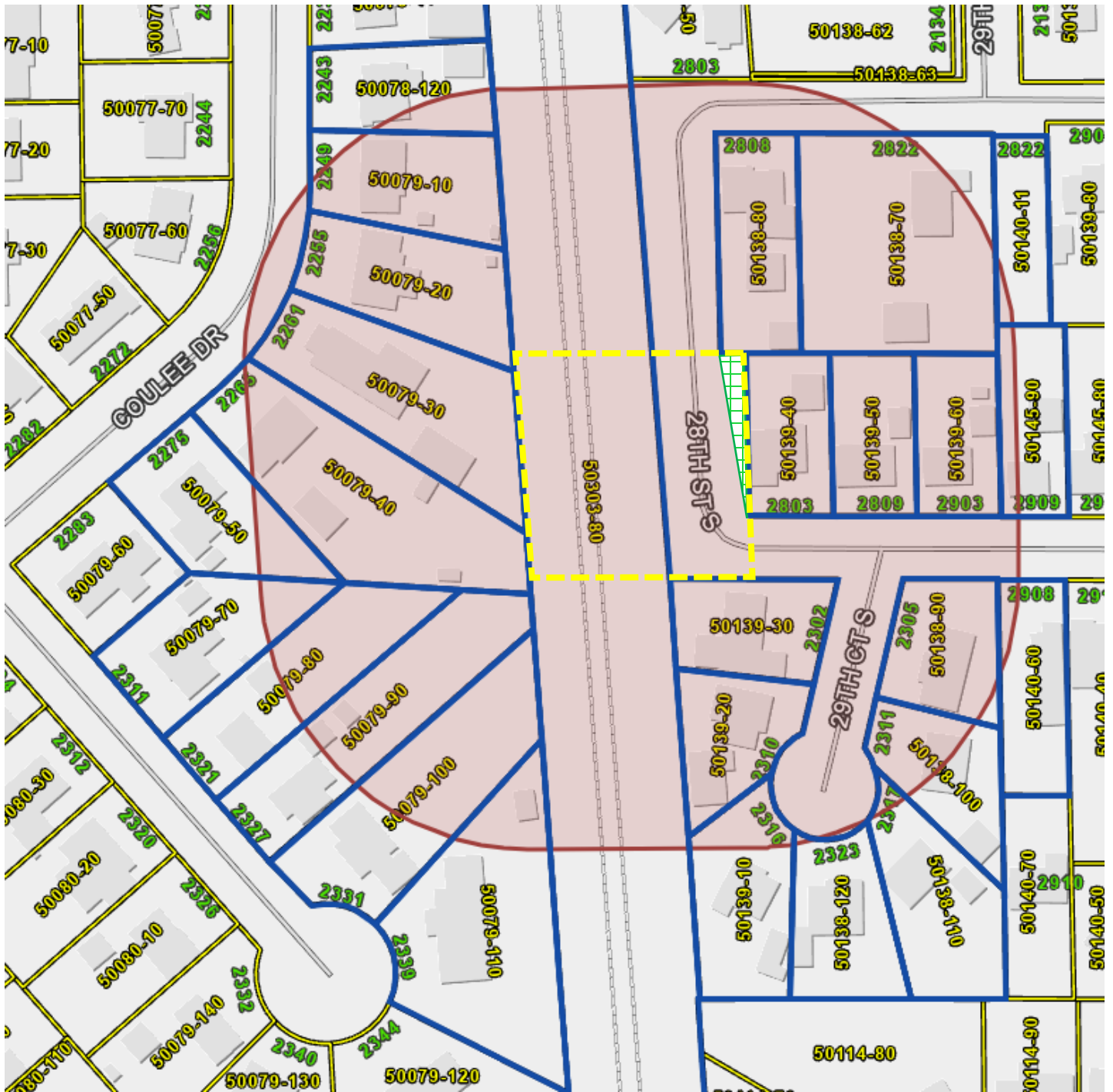
City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511

This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number



Area of Proposed Vacation



Excluded areas for creating Buffer (vacated area and right-of-way, including railroad)



Buffer area for notifications (200 feet from excluded areas)

Tax Parcel	OwnerName	PROPADDCOMP	Mailing Address	MailCityStateZip	Notification
17-50078-120	DAVID WENGER, ELIZABETH WENGER	2243 COULEE DR	2243 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50079-10	FAYE L ELLIS	2249 COULEE DR	2249 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50079-20	KYLE SCHADE, KATLIN GRAPES	2255 COULEE DR	2255 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50079-30	STEVEN R MANSON, MARGARET A MANSON	2261 COULEE DR	2261 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50079-40	THOMAS J SWEENEY	2265 COULEE DR	2265 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50079-50	DANIEL A LEVENDOSKI, SHIRLEY A LEVENDOSKI	2275 COULEE DR	2275 COULEE DR	LA CROSSE WI 54601-6874	Mail
17-50139-30	JAMES A HERMES, SUSAN C HERMES	2302 29TH CT S	2302 29TH CT S	LA CROSSE WI 54601-7415	Mail
17-50138-90	DANIEL W ROWLEY, KELLY M DOERING	2305 29TH CT S	2305 29TH CT S	LA CROSSE WI 54601	Mail
17-50139-20	RONALD PHELPS TRUST, CHARLOTTE PHELPS TRUST	2310 29TH CT S	2310 29TH CT S	LA CROSSE WI 54601	Mail
17-50138-100	JAMES SCHNEIDER, LUCINDA SCHNEIDER	2311 29TH CT S	2311 29TH CT S	LA CROSSE WI 54601	Mail
17-50079-70	PAUL S KLEPPE	2311 SISSON DR	2311 SISSON DR	LA CROSSE WI 54601	Mail
17-50139-10	ROBERT W SKIFTON, DIANE M SKIFTON	2316 29TH CT S	2316 29TH CT S	LA CROSSE WI 54601	Mail
17-50138-110	BETTY A HAYDEN-TAUSCHER, ALAN H TAUSCHER	2317 29TH CT S	2317 29TH CT S	LA CROSSE WI 54601	Mail
17-50079-80	KARI L BURNER	2321 SISSON DR	2321 SISSON DR	LA CROSSE WI 54601-6827	Mail
17-50138-120	SARA M ERICKSON	2323 29TH CT S	2323 29TH CT S	LA CROSSE WI 54601	Mail
17-50079-90	KATIE M MONAHAN	2327 SISSON DR	2327 SISSON DR	LA CROSSE WI 54601-6827	Mail
17-50079-100	MARY JO BOLAND	2331 SISSON DR	2331 SISSON DR	LA CROSSE WI 54601-6827	Mail
17-50079-110	JAMES W LARSON JOINT REVOCABLE TRUST OF 1997 WENDY A LARSON JOINT REVOCABLE TRUST OF 1997	2339 SISSON DR	2339 SISSON DR	LA CROSSE WI 54601	Mail
17-50139-40	JACOB P KRAMER, REBECCA J LICHTIE	2803 FAIRCHILD ST E	2803 FAIRCHILD ST E	LA CROSSE WI 54601	Served by PD
17-50138-80	RICHARD WATESKI, MARY WATESKI	2808 FAIRCHILD ST W	2808 FAIRCHILD ST W	LA CROSSE WI 54601-6925	Served by PD
17-50139-50	WHISTLING WINGS PROPERTIES LLC	2809 FAIRCHILD ST E	W18241 MCKEETH DR	GALESVILLE WI 54630	Mail
17-50303-80	BURLINGTON NORTHERN RAILROAD COMPANY	2821 WARD AVE	PO BOX 961089	FORT WORTH TX 76161-0089	Mail
17-50138-70	RYAN M THIBODEAU, LYNSEY E THIBODEAU	2822 FAIRCHILD ST W	2822 FAIRCHILD ST W	LA CROSSE WI 54601	Mail
17-50140-11	RYAN M THIBODEAU, LYNSEY E THIBODEAU	2822 FAIRCHILD ST W	2822 FAIRCHILD ST W	LA CROSSE WI 54601	Mail
17-50139-60	DANIEL P BECKER, DIANE L BECKER	2903 FAIRCHILD ST E	2903 FAIRCHILD ST E	LA CROSSE WI 54601-7489	Mail
17-50140-60	PROPERTY LOGIC LLC	2908 FAIRCHILD ST E	PO BOX 2132	LA CROSSE WI 54602-2132	Mail
17-50145-90	DORIS M KIRKEENG, CHERYL A BORNITZ, KAREN B GEIWITZ, SUSAN M HUPPERT, JOHN T KIRKEENG	2909 FAIRCHILD ST E	2909 FAIRCHILD ST E	LA CROSSE WI 54601-7489	Mail

Properties above are within 200 feet buffer area (see buffer map)

Adjacent Properties

In the Matter of the partial vacation of
of 28th Street.

LIS PENDENS

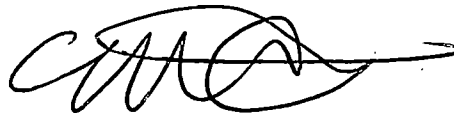
NOTICE IS HERBY GIVEN that a resolution
has been introduced to the Common Council to be
acted upon by such Common Council, which said
action has been taken at the initiative of the Common
Council of the City of La Crosse, wherein the
following property, to-wit:

LEGAL DESCRIPTION ATTACHED
and shown on the map attached hereto as Exhibit "A"
showing the location thereof, is sought to be vacated.

Dated this 22nd day of January, 2024.

CITY OF LA CROSSE

By:



Ellen R. Atterbury
Assistant City Attorney

Drafted by:

City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511



DocId:8474511

Tx:4163916

1816620

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON

01/23/2024 10:48 AM

PAGE COUNT: 4

EXEMPT #:

RECORDING FEE

30.00

#110

This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

Resolution approving partial vacation of public street Right-of-Way on the east side of 28th Street South, near Fairchild Street East.

RESOLUTION

WHEREAS, the public interest requires the vacation of certain streets and alleys within the corporate limits of the City of La Crosse, and

WHEREAS, such vacation should be done as expeditiously as possible.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the partial vacation of the street as described on attached Exhibit "A."

BE IT FURTHER RESOLVED that the portion of the street above-described be, and the same is hereby ordered vacated, subject, however, to any and all reservations for any and all public and private utilities.

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Partial Vacation of 28th Street

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Southerly of a line lying 172.5 feet South of the North line of said Lot 4 measured along the East right of way line of the Burlington Northern and Santa Fe Railroad, said line also known as the North line of the unrecorded plat of Bion's Addition.

Excluding from above a 60' wide strip lying adjacent and Easterly of the East right of way line of the Burlington Northern and Santa Fe Railroad formerly being the Chicago, Burlington and Quincy Railroad.

See attached Exhibit "A"

Drafted by: jmc 12/1/2023

Checked by: kjc 12/11/2023

S:\PROJECTS\2023 MISC\23-033 28th Street Vacation at East Fairchild Street\28th Street Right of Way Vacation.docx

EXHIBIT "A"

28TH STREET
PARTIAL R.O.W. VACATION

29TH

NW CORNER
LOT 4

40' WEST FAIRCHILD STREET

10'

*SECOND ADDITION
TO GREEN ACRES
ADDITION*

LOT 4

LOT 5

BLOCK 3

BURLINGTON NORTHERN SANTA FE RAILROAD

172.5'

28TH STREET

VOL. 330 PG. 576

68.6'

60'
PROPOSED
R.O.W.

BION'S

274 - 483
1959

259-297
1956

257-136
1955

9

10

UNRECORDED
ADDITION

PROPOSED VACATION

EAST FAIRCHILD STREET

VOL. 318 PG. 537

7

1

0 30' 60' 120'

100' R.O.W.





CITY CLERK'S OFFICE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-7510
cityclerk@cityoflacrosse.org
www.cityoflacrosse.org

January, 25, 2024

La Crosse Police Department
Attn: Civil Process
City Hall
400 La Crosse St
La Crosse WI 54601

Re: Resolution approving partial vacation of public street Right-of-Way on the east side of 28th Street South, near Fairchild Street East.

Legal Description – A part of Lot 4 in Block 3 of the Second Addition to the Green Acres Addition being in the NE ¼ of the SE ¼ of Section 9, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: That part of the right of way of 28th Street lying between the following two East and West lines: Northerly of the North line of a 50' wide right of way known as East Fairchild Street; Southerly of a line lying 172.5 feet South of the North line of said Lot 4 measured along the East right of way line of the Burlington Northern and Santa Fe Railroad, said line also known as the North line of the unrecorded plat of Bion's Addition. Excluding from above a 60' wide strip lying adjacent and Easterly of the East right of way line of the Burlington Northern and Santa Fe Railroad formerly being the Chicago, Burlington and Quincy Railroad.

Shift Commander:

Enclosed you will find copies of a Notice of Hearing to Vacate a Portion of Street for service upon the following:

Owner Name	Address	
Richard & Mary Wateski	2808 Fairchild St. W	La Crosse, WI 54601
Jacob P Kramer & Rebecca J Lichtie	2803 Fairchild St. E	La Crosse, WI 54601

Please be advised that service needs to be made no later than February 6, 2024.

The extra copy is for the officer serving the notice to return with the Affidavit of Personal Service. One affidavit needs to be filled out for each notice served. The affidavits **must be signed by the officer in front of a notary.**

Please let me know if you have any questions.

Thank you,

Sondra Craig
Deputy Clerk
craigs@cityoflacrosse.org
608-789-7549

NOTICE OF HEARING TO VACATE A PORTION OF STREET

YOU ARE HEREBY NOTIFIED that a Resolution is pending before the Common Council of the City of La Crosse, for the vacation of the following described portion of street, to-wit:

A part of Lot 4 in Block 3 of the Second Addition to the Green Acres Addition being in the NE ¼ of the SE ¼ of Section 9, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: That part of the right of way of 28th Street lying between the following two East and West lines: Northerly of the North line of a 50' wide right of way known as East Fairchild Street; Southerly of a line lying 172.5 feet South of the North line of said Lot 4 measured along the East right of way line of the Burlington Northern and Santa Fe Railroad, said line also known as the North line of the unrecorded plat of Bion's Addition. Excluding from above a 60' wide strip lying adjacent and Easterly of the East right of way line of the Burlington Northern and Santa Fe Railroad formerly being the Chicago, Burlington and Quincy Railroad.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on March 7, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on March 4, 2024 (public speaking is allowed), and by the Common Council on March 14, 2024 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

If you wish to attend any of the above meetings through video conferencing, please contact the City Clerk's Office at 608-789-7510 or email cityclerk@cityoflacrosse.org for more information.

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 23-1487).

Dated this 25th day of January 2024.

Per Order of the Common Council
Nikki Elsen
City Clerk of the City of
La Crosse, Wisconsin

Published in the La Crosse Tribune on February 15, 22, and 29, 2024
One (1) Affidavit

AFFIDAVIT OF PERSONAL SERVICE

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

Officer Todd Fischer, being first duly sworn on oath, deposes and states as follows:

1. That I am an adult employed by the Police Department of the City of La Crosse.

2. That on the 26th day of January, 2024, 8:22 AM at 2808 Fairchild St W., La Crosse, Wisconsin, I personally served a copy of the following documents:

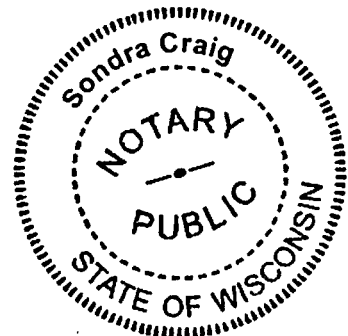
Notice of Hearing to Vacate a Portion of Street or Alley

upon Mary Wateski
(name of person served)

Todd Fischer 1/25/24
(Officer Serving Notice – must sign here in front of notary)

Subscribed and sworn to before me
this 26 day of January, 2024

Sondra Craig
Sondra Craig, Notary Public
La Crosse County, State of Wisconsin
My Commission expires:



AFFIDAVIT OF PERSONAL SERVICE

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

Officer Todd Fischer, being first duly sworn on oath, deposes and states as follows:

1. That I am an adult employed by the Police Department of the City of La Crosse.

2. That on the 26th day of January, 2024, 8:29 AM at 2803 Fairchild St E, La Crosse, Wisconsin, I personally served a copy of the following documents:

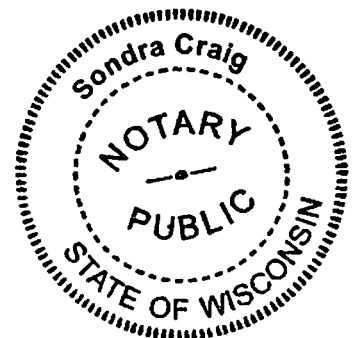
Notice of Hearing to Vacate a Portion of Street or Alley

upon Rebecca Lichtie
(name of person served)

Todd Fischer PHM/2572
(Officer Serving Notice – must sign here in front of notary)

Subscribed and sworn to before me
this 26 day of January, 2024

Sondra Craig
Sondra Craig, Notary Public
La Crosse County, State of Wisconsin
My Commission expires:





CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 23-1487 (Lewis Kuhlman)

Resolution approving partial vacation of public street Right-of-Way on the east side of 28th Street South, near Fairchild Street East.

General Location

District 12, on the northeast corner of 28th St and Fairchild St E, near the Burlington Northern Railroad as depicted in MAP 23-1487. Adjacent uses include single-unit homes and railroad tracks.

Background Information

The property owner at 2803 Fairchild St E requested an investigation into the western property line. The line is not continuous with the western property line of 2808 Fairchild St W. The vacation would extend the property line west so there is a consistent 60' right-of-way. The property line will still preserve space for a boulevard and sidewalk in the future.

Recommendation of Other Boards and Commissions

The Board of Public Works is acting on this item on Monday, March 4th as well.

Consistency with Adopted Comprehensive Plan

This type of vacation isn't directly addressed in the comprehensive plan, This vacation has the potential to add more land for private use and development while still allowing space for public amenities.

Staff Recommendation

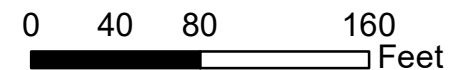
Approval – This vacation preserves the street and space for a sidewalk just in case, while potentially adding value to an adjacent property.

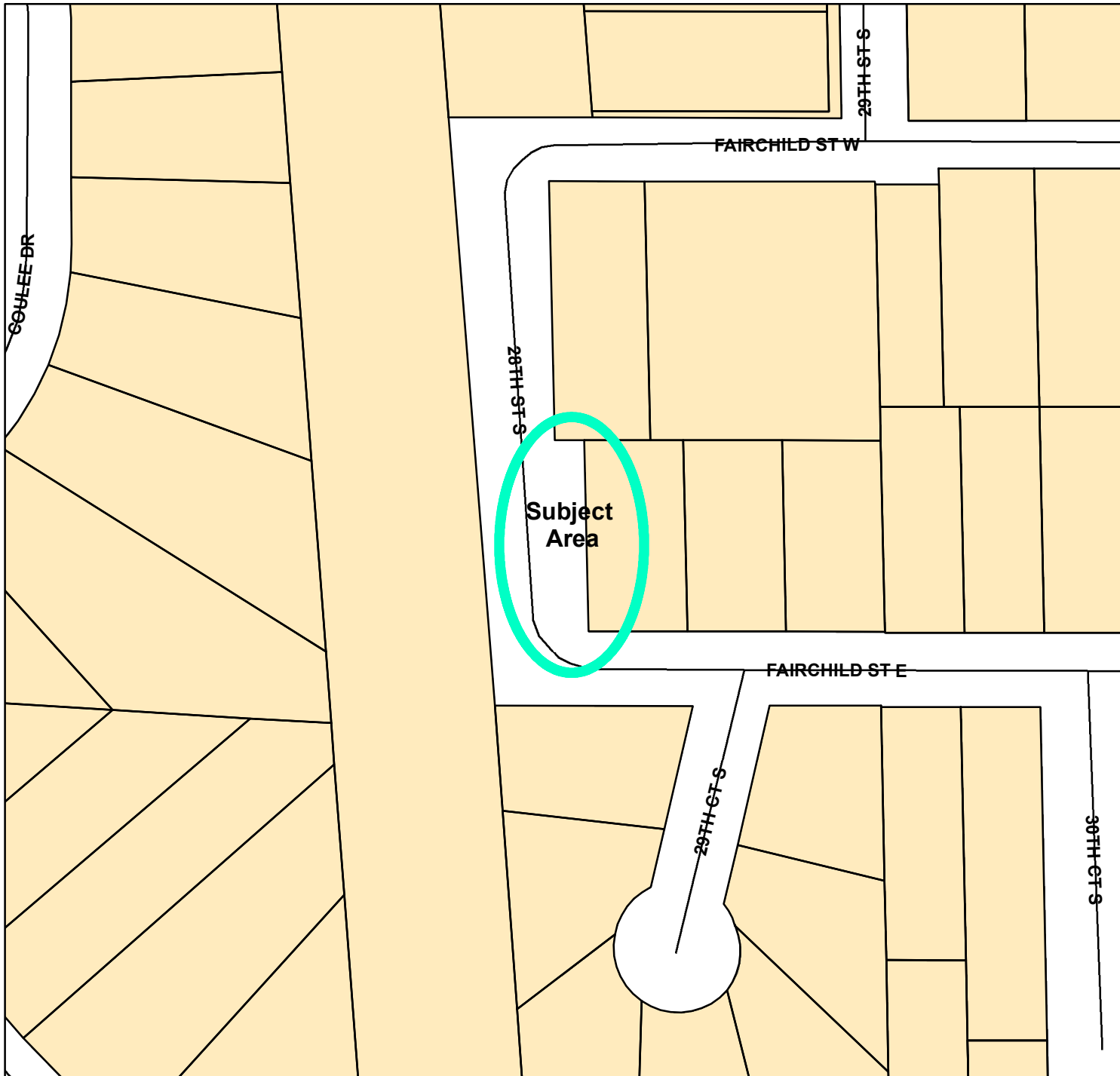
Routing F&P 3.7.2024



BASIC ZONING DISTRICTS

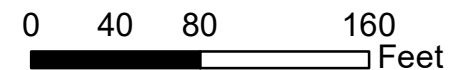
	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
	C3 - COMMUNITY BUSINESS
	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL
	PS - PUBLIC & SEMI-PUBLIC
	PL - PARKING LOT
	UT - PUBLIC UTILITY
	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY





BASIC ZONING DISTRICTS

-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL
-  M2 - HEAVY INDUSTRIAL
-  PS - PUBLIC & SEMI-PUBLIC
-  PL - PARKING LOT
-  UT - PUBLIC UTILITY
-  CON - CONSERVANCY
-  FW - FLOODWAY
-  A1 - AGRICULTURAL
-  EA - EXCLUSIVE AG
-  City Limits
-  SUBJECT PROPERTY





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0237

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving Investment Services agreement for the period of April 1, 2024 through March 31, 2025.

RESOLUTION

WHEREAS, on February 14th, 2019, the Common Council of the City of La Crosse, Wisconsin approved the specifications to provide certain investment services for the City of La Crosse, and

WHEREAS proposals for investment services for the period of April 1, 2024 through March 31, 2025 were received by February 1st, 2024.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following bids for said investment services:

- 1.) River Bank for the \$10,000,000 level of investment at the rate of 0.0006 per month in excess of the monthly rate established by the State of Wisconsin Local Government Investment Pool (LGIP) including collateralization, and
- 2.) Citizens State Bank for the \$10,000,000 level of investment at the rate of 0.0010 per month in excess of the monthly rate established by the State of Wisconsin Local Government Investment Pool (LGIP) including collateralization, and
- 3.) Associated Bank for the \$2,000,000 level of investment at the rate of 0.0005 per month in excess of the monthly rate established by the State of Wisconsin Local Government Investment Pool (LGIP) including collateralization,

all in accordance with the report of bids and recommendations of the Director of Finance/Treasurer, and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign said Investment Services agreements on behalf of the City.

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



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	24-0237	Caption	Resolution approving Investment Service agreements for the period of April 1, 2024 through March 31, 2025.
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Staff/Department Responsible for Legislation

Chadwick Hawkins-Finance Department

Requestor of Legislation

Chadwick Hawkins

Location, if applicable

Summary/Purpose

Approval of agreements with local financial institutions to invest the City's excess investment funds for the period of April 1, 2024 - March 31, 2025.

Background

The City determines on an annual basis excess investment funds (up to 25%) that can be invested with local financial institutions. This is limited to a maximum of \$10,000,000 per financial institution and in no less than \$1,000,000 increments. The interest rate proposed must exceed the monthly Local Government Investment Pool's rate.

Fiscal Impact

Maximize local investment revenue

Staff Recommendation

Approve the listed bids for said investment services

City of La Crosse
Analysis of Local Investment Services Bids
for the Period 4/1/2024 thru 3/31/2025

Evaluation Criteria: Determine Funds Available (Approximately \$22,000,000.00)
 Use Highest Bidder First Down to the Lowest Bidder
 No More Than \$10,000,000 to Any One Bidder

Rate over		Levels									
Bidder	LGIP	1,000,000.00	2,000,000.00	3,000,000.00	4,000,000.00	5,000,000.00	6,000,000.00	7,000,000.00	8,000,000.00	9,000,000.00	10,000,000.00
2024 Results:											
Associated Bank	0.0005	500.00	1,000.00	1,500.00	2,000.00	2,500.00	3,000.00	3,500.00	4,000.00	4,500.00	5,000.00
BMO Harris	no bid										
Bremer Bank	no bid										
Citizens	0.0010	1,000.00	2,000.00	3,000.00	4,000.00	5,000.00	6,000.00	7,000.00	8,000.00	9,000.00	10,000.00
Coulee Bank	no bid										
First National Bank	no bid										
Home Federal	no bid										
Merchants Bank	no bid										
Park Bank	no bid										
River Bank	0.0006	600.00	1,200.00	1,800.00	2,400.00	3,000.00	3,600.00	4,200.00	4,800.00	5,400.00	6,000.00
State Bank Financial	0.0005	500.00	1,000.00	1,500.00	2,000.00	2,500.00					
US Bank	no bid										
Wells Fargo	no bid										

INVESTMENT SERVICES SPECIFICATIONS

1. **INTRODUCTION**

The City of La Crosse, Wisconsin is seeking sealed bid proposals for investing services of certain available funds as more particularly described in section 5. Sealed proposals for investment services will be received by the City Clerk, City of La Crosse, 400 La Crosse Street, La Crosse, WI 54601 until 11:00 a.m. Thursday, February 1st, 2024. The institution(s) selected will receive an annual contract. The contract will begin on April 1, 2024 and expire on March 31, 2025. The selected institution(s) will work closely with the Finance Department.

2. **PROPOSAL DUE DATE**

Proposals must be delivered in a sealed envelope to:

City Clerk
2nd Floor City Hall
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Proposals must be received no later than 11:00 a.m. on February 1st, 2024 at the office of the City Clerk, 2nd Floor, City Hall.

The proposal shall also be clearly marked "**Investment Services Proposal**" in the lower left-hand corner on the front of the sealed envelope.

All proposals will be opened in the City Clerk's Office at City Hall. Any proposal received after the due date and time will remain unopened.

3. **ACCEPTANCE/REJECTION**

The City of La Crosse reserves the right to accept any or all proposals in part or in total, as deemed to be in the best interest of the City of La Crosse, and to waive all minor irregularities in the proposal process.

4. **QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL**

Any questions concerning this RFP or its specifications should be directed to:

Daniel DeGier, Deputy Director of Finance
degierd@cityoflacrosse.org
(608)789-8682

5. **GENERAL CONDITIONS**

The City of La Crosse will invest certain "excess" funds (not to exceed approximately 25% of its total funds available for investment) per the following general conditions:

- * The attached bid form (Appendix I) must be used.
- * Financial institutions intending to conduct investment transactions with the City must be approved by Common Council resolution.
- * The Investment agreement will be for the period of one (1) year beginning April 1, 2024 and expiring March 31, 2025.
- * All bidders must have an office/branch located within the limits of La Crosse County.
- * Funds must be invested subject to restrictions as may be imposed by law (Section 66.0603 of the Wisconsin State Statutes).
- * Collateralization of funds in excess of \$650,000 at any one financial institution is required. Funds must be collateralized by U.S. Treasury Obligations and/or Government Agency Securities and held in the name of the City of La Crosse. Proof of such collateralization must be on hand within the current business day.
- * Funds may be invested up to a maximum of \$10,000,000 in no less than \$1,000,000 increments.
- * The interest rate quoted for the one-year contract for the various levels must be tied to the rate for the month quoted and paid by the State of Wisconsin Local Government Investment Pool (LGIP). The quote must state at what percent **above** the State Investment Pool rate will be earned each month (i.e. our rate on investment will be 1/2 % higher than the State Investment Pool rate each month.
- * If minimum or maximum amounts are needed in order to participate, those

qualifications must be stated on the bid sheet (Appendix I).

- * Interest is to be credited to the account as of the close of business on the last day of each month. The interest calculation method used will be based on the actual number of days in the year (365/366).
- * No bids will be considered offering rates less than, potentially less than, or equal to those paid by the State of Wisconsin Local Government Investment Pool.

6. **RATES OF CURRENT INVESTMENT**

The following is a list of monthly annualized interest rates paid by the State of Wisconsin Local Government Investment Pool for the periods of January 2023-December 2023:

December 2023	5.38%
November 2023	5.39%
October 2023	5.37%
September 2023	5.35%
August 2023	5.31%
July 2023	5.15%
June 2023	5.09%
May 2023	5.01%
April 2023	4.80%
March 2023	4.62%
February 2023	4.54%
January 2023	4.26%

**CITY OF LA CROSSE, WISCONSIN
INVESTMENT SERVICES BID SPECIFICATIONS
APPENDIX I**

**BID % (where 1% = .01) IN EXCESS OF MONTHLY RATE PAID BY THE STATE OF
WISCONSIN LOCAL GOVERNMENT**

<u>INVESTMENT INCREMENT AMOUNT</u>	<u>INVESTMENT POOL</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Financial Institution: _____

Name of person responsible for bid: _____
(Please Print Name & Title)

Signature of person responsible for bid: _____

Date: _____



March 14, 2024

AGREEMENT FOR CITY OF LA CROSSE, WISCONSIN INVESTMENT SERVICES

This Investment Agreement is entered into this 1st day of April 2024, by and between the City of La Crosse, Wisconsin, a Municipal Corporation (the City), and Associated Bank of La Crosse (the financial institution), a financial institution licensed to conduct business in the State of Wisconsin and having an office located within the City of La Crosse's city limits.

RECITALS

WHEREAS, on February 14th, 2019, the City of La Crosse, Wisconsin Common Council approved the specifications to provide certain investment services for the City of La Crosse, and

WHEREAS, on March 14th, 2024 the City of La Crosse, Wisconsin Common Council approved the report of bids to implement a new one-year agreement for such investment services,

NOW, THEREFORE IN CONSIDERATION of the mutual promises and undertakings herein contained, the parties agree hereto as:

1. The City of La Crosse will invest up to an amount not to exceed \$2,000,000.00 with the financial institution.
2. This investment agreement will be for a period of up to 12 months from April 1, 2024 and ending on or before March 31, 2025.
3. All funds must be invested subject to restrictions as may be imposed by the law, Section 66.04(2) of the Wisconsin State Statutes.
4. Collateralization of funds over \$650,000.00 at any one financial institution is required. Funds must be collateralized by U.S. Treasury Obligations and/or Government Agency Securities and held in the name of the City of La Crosse. Proof of such collateralization must be provided to the City and be on hand within the current business day.

5. Per the quote received, the interest rate of .0005 over the monthly Local Government Investment Pool interest rate for \$2,000,000.00 above the rate paid monthly by the State of Wisconsin Local Government Investment Pool will be used to determine the investment interest amount to be credited to the City's account each month.
6. The interest rate will be determined and the institution will be notified each month immediately upon release of the interest rate paid by the State of Wisconsin Local Government Investment Pool.
7. The interest on investment will be calculated using a 365-day year (366 days for leap year), as soon as the interest rate can be determined, and placed in the principal fund account until the end of the agreement on March 31, 2025.
8. The principal balance of invested funds, or any portion thereof, must be made available to the City in a 24-hour turn-around period with 12:00 noon the "cut-off" time each day for notification of withdrawal.

SUCCESSORS AND ASSIGNS

The parties hereto further agree that this agreement and the conditions contained herein shall be binding upon the parties and that this agreement shall be enforceable by specific performance as well as other remedies provided by law.

WITNESS: THE CITY OF LA CROSSE, WISCONSIN

By _____
Mitch Reynolds, Mayor

By _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)

WITNESS: ASSOCIATED BANK OF LA CROSSE, WISCONSIN

By _____
David Winiecki, Senior Vice President

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, SVP, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)



March 14, 2024

AGREEMENT FOR CITY OF LA CROSSE, WISCONSIN INVESTMENT SERVICES

This Investment Agreement is entered into this 1st day of April 2024, by and between the City of La Crosse, Wisconsin, a Municipal Corporation (the City), and Citizens State Bank (the financial institution), a financial institution licensed to conduct business in the State of Wisconsin and having an office located within the City of La Crosse's city limits.

RECITALS

WHEREAS, on February 14th, 2019 the City of La Crosse, Wisconsin Common Council approved the specifications to provide certain investment services for the City of La Crosse, and

WHEREAS, on March 14th, 2024 the City of La Crosse, Wisconsin Common Council approved the report of bids to implement a new one-year agreement for such investment services,

NOW, THEREFORE IN CONSIDERATION of the mutual promises and undertakings herein contained, the parties agree hereto as:

1. The City of La Crosse will invest up to an amount not to exceed \$10,000,000.00 with the financial institution.
2. This investment agreement will be for a period of up to 12 months from April 1, 2024 and ending on or before March 31, 2025.
3. All funds must be invested subject to restrictions as may be imposed by the law, Section 66.04(2) of the Wisconsin State Statutes.
4. Collateralization of funds over \$650,000.00 at any one financial institution is required. Funds must be collateralized by U.S. Treasury Obligations and/or Government Agency Securities and held in the name of the City of La Crosse. Proof of such collateralization must be provided to the City and be on hand within the current business day.

5. Per the quote received, the interest rate of .0010 over the monthly Local Government Investment Pool interest rate for \$10,000,000.00 above the rate paid monthly by the State of Wisconsin Local Government Investment Pool will be used to determine the investment interest amount to be credited to the City's account each month.
6. The interest rate will be determined and the institution will be notified each month immediately upon release of the interest rate paid by the State of Wisconsin Local Government Investment Pool.
7. The interest on investment will be calculated using a 365-day year (366 days for leap year), as soon as the interest rate can be determined, and placed in the principal fund account until the end of the agreement on March 31, 2025.
8. The principal balance of invested funds, or any portion thereof, must be made available to the City in a 24-hour turn-around period with 12:00 noon the "cut-off" time each day for notification of withdrawal.

SUCCESSORS AND ASSIGNS

The parties hereto further agree that this agreement and the conditions contained herein shall be binding upon the parties and that this agreement shall be enforceable by specific performance as well as other remedies provided by law.

WITNESS: THE CITY OF LA CROSSE, WISCONSIN

By _____
Mitch Reynolds Mayor

By _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of _____, 2024, the above-named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)

WITNESS: CITIZENS STATE BANK LA CROSSE, WI

By _____
Brian Cossette, CFO

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of _____, 2024, the above named _____, CFO, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)



March 14, 2024

AGREEMENT FOR CITY OF LA CROSSE, WISCONSIN INVESTMENT SERVICES

This Investment Agreement is entered into this 1st day of April 2024, by and between the City of La Crosse, Wisconsin, a Municipal Corporation (the City), and River Bank (the financial institution), a financial institution licensed to conduct business in the State of Wisconsin and having an office located within the City of La Crosse's city limits.

RECITALS

WHEREAS, on February 14th, 2019, the City of La Crosse, Wisconsin Common Council approved the specifications to provide certain investment services for the City of La Crosse, and

WHEREAS, on March 14th, 2024 the City of La Crosse, Wisconsin Common Council approved the report of bids to implement a new one-year agreement for such investment services,

NOW, THEREFORE IN CONSIDERATION of the mutual promises and undertakings herein contained, the parties agree hereto as:

1. The City of La Crosse will invest up to an amount not to exceed \$10,000,000.00 with the financial institution.
2. This investment agreement will be for a period of up to 12 months from April 1, 2024 and ending on or before March 31, 2025.
3. All funds must be invested subject to restrictions as may be imposed by the law, Section 66.04(2) of the Wisconsin State Statutes.
4. Collateralization of funds over \$650,000.00 at any one financial institution is required. Funds must be collateralized by U.S. Treasury Obligations and/or Government Agency Securities and held in the name of the City of La Crosse. Proof of such collateralization must be provided to the City and be on hand within the current business day.

5. Per the quote received, the interest rate of .0006 for \$10,000,000.00 over and above the rate paid monthly by the State of Wisconsin Local Government Investment Pool will be used to determine the investment interest amount to be credited to the City's account each month.
6. The interest rate will be determined and the institution will be notified each month immediately upon release of the interest rate paid by the State of Wisconsin Local Government Investment Pool.
7. The interest on investment will be calculated using a 365-day year (366 days for leap year), as soon as the interest rate can be determined, and placed in the principal fund account until the end of the agreement on March 31, 2025.
8. The principal balance of invested funds, or any portion thereof, must be made available to the City in a 24-hour turn-around period with 12:00 noon the "cut-off" time each day for notification of withdrawal.

SUCCESSORS AND ASSIGNS

The parties hereto further agree that this agreement and the conditions contained herein shall be binding upon the parties and that this agreement shall be enforceable by specific performance as well as other remedies provided by law.

WITNESS: THE CITY OF LA CROSSE, WISCONSIN

By _____
Mitch Reynolds, Mayor

By _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)

WITNESS: RIVER BANK OF LA CROSSE, WISCONSIN

_____ By _____
Brooke Greeno, CFO

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 2024, the above named _____, CFO, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
My commission expires _____

(Name of Institution)
By _____
(Name)



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0262

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the City of La Crosse Arts Board to enter into grant agreements.

RESOLUTION

WHEREAS, the Common Council previously allocated \$75,000 of ARPA funds per resolution #23-1206, to the City of La Crosse Arts Board to fund arts projects in the city; and,

WHEREAS, the Arts Board is working with local artists and event organizers to provide grants to support local art projects; and,

WHEREAS, the Arts Board desires to enter into grant agreements with local artists and event organizers for the funding of these local art projects; and,

NOW BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the Arts Board to enter into and execute grant agreements with artists using an agreement similar to the attached with a scope of services specific to the project and modifications as approved by the Arts Board.

BE IT FURTHER RESOLVED that the Arts Board is hereby authorized to expend funds in the amount as previously allocated to the Arts Board.

BE IT FURTHER RESOLVED that the Arts Board and City staff are hereby authorized to take any and all steps necessary to effectuate this resolution.

**CITY OF LA CROSSE ARTS BOARD
ANNUAL GRANT PROGRAM AGREEMENT, 2024-25**

Grantee:

Grantee Address:

Grantee Award:

Grantee Telephone:

Grantee Contact Person:

Grantee Email:

THIS AGREEMENT is made by and between the City of La Crosse Arts Board, on behalf of the City of La Crosse, Wisconsin, and the Grantee listed above (“Grantee”).

WHEREAS, City of La Crosse Arts Board, whose address is c/o 400 La Crosse Street, La Crosse, WI, 54601, desires to fund the project described in Grantee’s proposal to the City of La Crosse Arts Board is able and willing to undertake and complete said project; and

WHEREAS, the City of La Crosse Arts Board and the City of La Crosse have approved the award of a grant to Grantee for the purposes and in the amount described herein;

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Project Purpose and Scope.** In consideration of a grant in the amount of \$XXXX, Grantee agrees to create an art project entitled “XXXXXXX” with a starting date of XX/XX/XXXX and ending date of XX/XX/XXXX . Grantee agrees to perform and carry out in full the project as described in the Project Description listed in section 2 below.
- 2. Project Description, Budget, Exhibits.** This “City of La Crosse Arts Board Agreement,” together with the following Exhibits, which are attached and incorporated, shall form the entire agreement between the parties:
 - Grantee’s Grant Application, including any approved amendments to the application.
 - The approved Project Budget, including any approved amendments to the Project Budget.
 - The Terms of Service document, describing the project specific details.
- 3. Budget.** Grantee agrees to use the grant funds exactly as set forth in the approved Project Budget, and any approved written amendments.
- 4. Capital Equipment.** Grantee agrees not to use any City of La Crosse Arts Board grant monies to purchase any kind of capital equipment, including, but not limited to, computers, musical equipment, cameras, and other audio-visual equipment or machinery.

5. Performance Schedules. Grantee agrees to inform the City of La Crosse Arts Board of its performances, exhibits, or activities schedule. At least one performance, rehearsal or exhibit funded by this grant shall be accessible to the public.

6. Credit. The Grantee agrees to include the following statement in all brochures, news releases, programs, publications, and other printed materials:

This project is funded in part by a grant from the City of La Crosse Arts Board.

When no printed information is used, verbal credit to the City of La Crosse Arts Board and the City of La Crosse shall be given before each performance or presentation. Grantee further agrees to use the City of La Crosse Arts Board logo on all printed materials. The City of La Crosse Arts Coordinator shall provide such logos.

7. Reporting Requirements and Accounting. Grantee's final grant payment will be made when the City of La Crosse Arts Board receives the following within 30 days of the completion of your project:

A completed [final report form](#). The final report form will require 2-3 photos of the funded project. Upload only JPG or PNG files. Title each file with the year, project name, (if relevant) the pictured artist, and the photo credit. Example:
2024_Artspire_CreditJackSmith.jpg

By submitting photos, Grantee gives the City of La Crosse Arts Board permission to use these photographs for any purpose in any media, including for advertising and trade purposes. Grantee also represents that any people depicted in the photographs have consented to using their likeness for this purpose. Grantee also acknowledges that neither Grantee nor any person or organization in depicted the photographs will receive any compensation for the use of these photos, and release the City of La Crosse, the City of La Crosse Arts Board, and their agents, employees, and assigns from any claims which are in any way connected with this use.

Grantee agrees that, no later than thirty (30) days after the date of Grantee's last performance, or the date of closing of the last exhibit, or such other date as shall mark the conclusion of the project, it will submit to City the final evaluation forms and the final accounting form, as provided by the City of La Crosse Arts Coordinator.

8. Payment. Payment will be made to the Grantee upon completion of the Project and receipt and approval of the final accounting form by the La Crosse Parks, Recreation, and Forestry Department.

9. Compliance with Laws. Grantee will comply with all Federal, State and local laws, ordinances, and regulations in the performance of work under this Agreement.

10. Governmental Approvals. Grantee acknowledges that various undertakings 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. Grantee understands and agrees that Grantee is solely responsible to investigate and obtain all approvals, licenses, or permits that might be necessary to carry about the activities of the approved Project. The City of La Crosse Arts Board's obligation to perform under this Agreement is conditioned upon Grantee obtaining all such approvals, licenses, or permits in the manner required by law. The City of La Crosse Arts Board cannot guarantee that such approvals, licenses, or permits will be available or granted.

11. Warranty of intellectual property. Grantee warrants that it owns the copyright to or has legal authority to use the artistic product funded by this grant. Grantee further represents that the artistic product is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the artistic product or any parts of the artistic product.

12. Termination. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, terms, or conditions of this Agreement, the City of La Crosse Arts Board may immediately terminate this Agreement and all rights of Grantee under this Agreement, and may seek any other remedy available to it against the Grantee. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City the full amount of the City of La Crosse Arts Board grant provided to Grantee.

13. Indemnification. The Grantee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of La Crosse, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Grantee, Grantee's contractors or subcontractors (if any) or their officers, agents or employees, in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of the City 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 the City of La Crosse, (a) the City of 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) the City of La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify the City of La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within five days of discovery; (ii) the City of 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 the City of 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.

- 14. Insurance.** The Grantee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Grantee shall not commence work under this Agreement, nor shall the Grantee allow any subcontractor to commence work on any subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the La Crosse Parks, Recreation, and Forestry Department.

Commercial General Liability. The Grantee shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations in an amount not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall also provide contractual liability in the same amount. Grantee's coverage shall be primary and list the City of La Crosse, its officers, officials, agents and employees as additional insureds. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of La Crosse, its officers, officials, agents and employees as additional insureds.

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. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Workers' Compensation and Employer's Liability. To the extent that Grantee employees any employees or as otherwise required by law, Workers' Compensation and Employer's Liability Insurance with Wisconsin statutory limits. Grantee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance and Approval. The Grantee shall provide the City of La Crosse with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Grantee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the La Crosse Parks, Recreation, and Forestry Department. The Grantee shall provide copies of additional insured endorsements or insurance policies if requested by the La Crosse Parks, Recreation, and Forestry Department.

The Grantee and/or Insurer shall give the City of La Crosse thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

15. Nondiscrimination. During the term of this Agreement, Grantee agrees not to 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. Grantee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

16. Independent Contractor. Grantee agrees that at all times, Grantee is acting as an independent contractor and not acting as an employee, agent, or in any other manner for, or on behalf of, the City of La Crosse, and that any persons who the Grantee utilizes or who

provide services under this Agreement are employees of Grantee and are not employees of the City.

- 17. Assignment/Subcontracting.** Unless specifically authorized in the approved Grant application, all of the services required of Grantee under this Agreement shall be performed by Grantee and employees of Grantee, and Grantee shall not assign or subcontract any interest in or obligation under this Agreement to any other party.
- 18. Amendment.** This Agreement cannot be changed orally, but only by a written amendment, signed by the duly authorized agent or agents who executed this Agreement.
- 19. Notices.** All notices to be given under the terms of this Agreement shall be in writing and shall be sent by U.S. mail, postage prepaid, or hand-delivered to the addresses of the parties listed above.
- 20. Governing Law and Forum Selection.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and the venue for any dispute that cannot be mutually resolved shall be a court of competent jurisdiction in La Crosse County, Wisconsin.
- 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. No waiver.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 23. Force Majeure.** The City of La Crosse shall not be responsible to Grantee for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

24. Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. Counterparts, Electronic Delivery.

This agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement ~~Contract~~ may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement ~~Contract~~, fully executed, shall be as valid as an original.

The parties hereto so agree:

GRANTEE:

By (Signature)

Type/Print Name

Type/Print Title

Date

THE CITY OF LA CROSSE:

City of La Crosse Arts Board Coordinator

Date

Director, La Crosse Parks, Recreation, and Forestry Department

Date



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0279

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Amended Resolution appropriating ARPA funds in the amount of \$60,000 in connection with Legal Action of Wisconsin's project entitled Eviction Defense Project to establish a service to provide free legal assistance for families that are at risk of eviction.

RESOLUTION

WHEREAS, Legal Action of Wisconsin has an Eviction Defense Project which provides free legal advice to help to low-income tenants facing eviction. Those services include on-the-spot legal assistance at the courthouse including consultation, legal advice, negotiation and settlement assistance with limited in-court representation, (excluding representation at the eviction hearing), and

WHEREAS, said program would help tenants communicate more effectively with landlords and can help them stay in their homes or soften the blow when eviction is necessary by helping tenants plan their departure in healthy ways, and

WHEREAS, the Eviction Defense Project Anticipated Process Roadmap is attached to further explain the project, and

WHEREAS, La Crosse County and the La Crosse Community Foundation have partnered with Legal Action of Wisconsin, each providing a \$60,000 grant for the first two years start-up and operational costs of the Eviction Defense Project, and

~~WHEREAS, the City of La Crosse has ARPA funds designated through Resolution 22-0259 for "investment in housing and neighborhoods serving the hardest hit families including those impacted by homelessness."~~

~~NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby appropriates \$60,000 from ARPA funds designated through Resolution #22-0259 with \$30,000 of said funds to be used to help fund operational costs of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2024 and \$30,000 to help fund operational costs of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2025.~~

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby allocates \$45,211.52 of the ARPA funds previously designated for Marsh Lead Remediation Project and \$14,788.48 of unappropriated funds with \$30,000 of said funds to be used to help fund operational costs of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2024 and \$30,000 to help fund operational cost of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2025.

BE IT FURTHER RESOLVED that prior to expending the 2025 funds, Legal Action of Wisconsin shall provide a report summarizing the successes and challenges encountered during the 2024 year of operation.

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

Resolution appropriating ARPA funds in the amount of \$60,000 in connection with Legal Action of Wisconsin's project entitled Eviction Defense Project to establish a service to provide free legal assistance for families that are at risk of eviction.

RESOLUTION

WHEREAS, Legal Action of Wisconsin has an Eviction Defense Project which provides free legal advice to help to low-income tenants facing eviction. Those services include on-the-spot legal assistance at the courthouse including consultation, legal advice, negotiation and settlement assistance with limited in-court representation, (excluding representation at the eviction hearing), and

WHEREAS, said program would help tenants communicate more effectively with landlords and can help them stay in their homes or soften the blow when eviction is necessary by helping tenants plan their departure in healthy ways, and

WHEREAS, the Eviction Defense Project Anticipated Process Roadmap is attached to further explain the project, and

WHEREAS, La Crosse County and the La Crosse Community Foundation have partnered with Legal Action of Wisconsin, each providing a \$60,000 grant for the first two years start-up and operational costs of the Eviction Defense Project, and

WHEREAS, the City of La Crosse has ARPA funds designated through Resolution 22-0259 for "investment in housing and neighborhoods serving the hardest hit families including those impacted by homelessness."

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby appropriates \$60,000 from ARPA funds designated through Resolution #22-0259 with \$30,000 of said funds to be used to help fund operational costs of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2024 and \$30,000 to help fund operational costs of the Legal Action of Wisconsin Eviction Defense Project in La Crosse County in 2025.

BE IT FURTHER RESOLVED that prior to expending the 2025 funds, Legal Action of Wisconsin shall provide a report summarizing the successes and challenges encountered during the 2024 year of operation.

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



CITY OF LA CROSSE

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

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

PROCESS ROADMAP-Subject to Change as program develops further

General Information

- Hours of Operation: 8:30am-11am (return dates are on a mass calendar at 9am), end time varies based on how many mediations attended that day. Para/Secretary there 8:15am for set up. Attorneys there by 8:30am
- There will be two to three attorneys on sight to offer advice and representation. There will be support staff, including legal interns, to assist and direct clients who are not eligible for the Project to appropriate resources
- Media Rooms on Third Floor of Courthouse across from mediation room
- Cases are prioritized to provide assistance to clients schedule for court that day
 - Other clients without court that day will be referred to LAW or REACH Center for further information and intake at a later date –“Referral Folder”

Before Eviction Day (wed and/or thurs)

Paralegal:

- Check Friday Calendar and find all eviction return dates scheduled
- Add all cases to “Return Hearing Chart”
 - Case number
 - Petitioner/respondent
 - Grounds for eviction (money judgment vs. lease violation vs. both)
 - Notice in record (type of notice)
 - Check names if in legal server already (conflict check)
- Check at courthouse for grounds for eviction based on summons and complaint and check if notice is in court records with documents
- Distribute “Return Hearing Chart” to all attorneys prior to Friday
- Attorneys review “Return Hearing Chart” prior to Friday

Check In/Prescreen:

- **Paralegal/Legal Secretary:**
 - Client must approach the desk and speak with staff
 - Staff will give client three forms to fill out (If not already done so prior to EDP)
 - Client fill out forms and bring back up to staff. Legal Interns available if assistance are needed with forms, but only brief information is given at this stage
 - If not eligible or already spoke with LAW and received advice give referral folder and check off on “Return Hearing Chart”
 - If eligible, send to meet with attorney

- If attorney not available, send to wait in third floor or send to check in with Clerk of Courts before mediation depending on time
- Meeting with Attorney to determine possible defense or negotiation tactic for mediation
 - Attorney will determine level of service based on capacity and merit of defense
 - Brief legal advice
 - Return date/mediation assistance
 - further representation to be determined by attorney after limited representation that day

Brief Advice/ Return Date

- Client meets with attorney
- Attorney evaluates case
 - What arguments are available to tenant?
 - Is settlement possible?
- Evaluate level of service based on capacity and merit of defense
 - Brief legal advice
 - Return date/mediation assistance
- Attorney check in with client after mediation on settlement or further instructions.
 - Attorney may assist in filing out answer with CL to file with COC
 - Attorney provides closing letter if closed through EDP process
- Client may be referred back to paralegal for “Referral Folder” if necessary

LEGAL ACTION OF WISCONSIN

Providing free legal services to low-income Wisconsin clients since 1968 • Proporcionando servicios legales gratuitos a clientes de bajos ingresos en Wisconsin desde 1968

EVICTIION DEFENSE PROJECT ANTICIPATED PROCESS ROADMAP

General Information

- Hours of Operation: 7:30am-1pm (return dates are on a mass calendar at 9am) mediation is often the same day as the return date.
- There will be two attorneys on sight to offer advice and representation. There will be support staff to conduct intakes and direct clients who are not eligible for the Project to appropriate resources

Intake

- Will need to establish a room near the Court Rooms that will be visible to clients seeking assistance
- EDP intake by paralegal, support staff, or student paralegal
 - Intake will separate clients by need
 - Brief legal advice
 - Return date
 - further representation
 - Clients will go through intake in the order they arrive or by appointment
 - Appointments do not work well in the MKE EDP as there are many walk ins-as LAX is smaller appointment based may be a better option
 - Cases are prioritized to provide assistance to clients schedule for court that day

Brief Advice/ Return Date

- After intake, tenant returns to waiting area until an EDP attorney becomes available
- Client meets with attorney
- Attorney evaluates case
 - When is return date (future or same day)?
 - What arguments are available to tenant?
 - Is settlement possible?
- Future Return Date
 - Attorney provides advice attorney may prepare a written answer and other documents
 - Attorney may attempt to negotiate settlement over telephone
 - Attorney provides "To Do" checklist to client
- Same Day Return Date
 - Attorney provides advice

- Attorney may prepare written answer and any other necessary document using EDP templates
- If additional attorney involvement required
 - Attorney may accompany client to return date
 - Attorney may accompany client to mediation to attempt to settle case
- If not additional attorney involvement required, client takes all advice and written documents to their hearing
- IF the attorney's capacity allows they will take on cases for further representation
 - Priority list will be created for which types of cases are taken on for further representation beyond the return date

Attorney Offers Further Representation

- Pre-Hearing
 - Attorney prepares case information
 - Docket and case information reviewed
- Attorney evaluates case(s)
 - What arguments are available to tenant?
 - Is settlement possible?
 - If settlement is an option, attorney may reach out to landlord (after conversation with tenant client) in advance of hearing dates
 - If landlord agrees that mediation is an option, EDP may refer the case to mediation prior to the hearing date (for a second mediation)
 - Drafts necessary documents (stipulations, motions, answers, etc.)
- Attorney represents tenant at hearing
 - Attorney submits EDP template notice of limited scope of representation-if further representation is not possible
 - Attorney submits EDP template notice of termination of representation-if further representation is not possible
- At any point during this process, the attorney is able to take the case on long-term through they will do so based on merit of the case and capacity of the attorney

***Please note that because the Eviction Defense Project is a brand new initiative and has not yet been officially launched, some of the procedures and practices outlined in this document may be subject to change.**

Possible Participants:

- Current Staff from Legal Action Wisconsin to supplement new attorney hire
- New Hire for Legal Action of Wisconsin: EDP Attorney (\$40,000-\$70,000) and Possible Paralegal for EDP (\$15,000-\$30,000)-can add attorney if program develops
- Staff from Coulee Cap to conduct intakes, direct to other resources and provide wrap around services
- Paralegal Students from Western Technical College?

From: Laura Gould <lauraelizagould@gmail.com>
Sent: Tuesday, February 27, 2024 7:53 PM
To: ZZ City Clerk External
Subject: In support of renewing funding for Legal Action of Wisconsin

Some people who received this message don't often get email from lauraelizagould@gmail.com. [Learn why this is important](#)

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Hello,

I would like to submit testimony in favor of renewing city funding for Legal Action of Wisconsin.

I am a resident of La Crosse. My husband and I are both CNAs at Gundersen and we live in the low income apartment complex, River Oaks Apartments. We have had several unfortunate run ins with management. Legal Action of Wisconsin provided invaluable guidance and assistance. I would like to push for the same funds to be allocated to Legal Action of Wisconsin. Thank you,
Laura Gould

From: Peter Gorski <peter.k.gorski@gmail.com>
Sent: Friday, March 1, 2024 9:15 AM
To: ZZ City Clerk External
Subject: Public comment on item 24-0279

Some people who received this message don't often get email from peter.k.gorski@gmail.com. [Learn why this is important](#)

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I would like to urge the F&P committee to renew funding for the Eviction Defense Project. This service helps to prevent some of our most vulnerable community members from facing homelessness and uncertainty in housing. With our city and country facing a growing homelessness crisis, preventing unnecessary evictions and helping tenants in transition when facing eviction are crucial services. Thank you for your time and consideration.

Peter Gorski
418 11th St S

EVICTIION DEFENSE PROJECT

Legal Action of Wisconsin gives FREE legal help to low-income tenants facing eviction.

We provide on the spot services at the court house at 333 Vine Street, Third Floor,
La Crosse, WI 54601

**EVERY FRIDAY
CONSULTATIONS BEGIN AT 8:30 AM**

To Ensure Eligibility. Applicants should bring the following:

- Proof of income (if any)
- Court papers
- Notices
- Rental Agreements

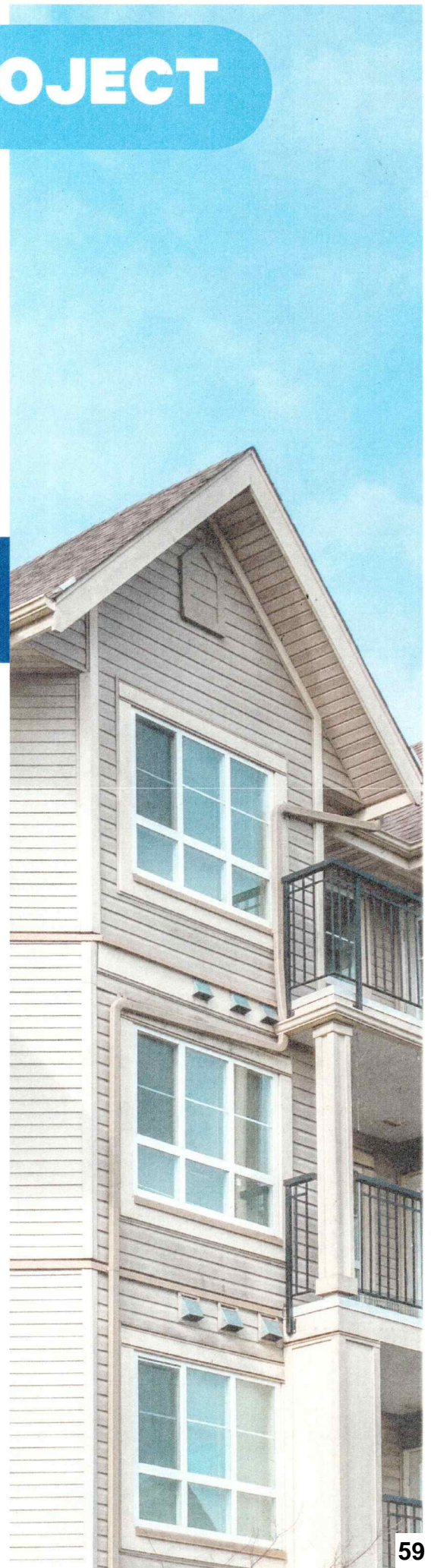
Services will be available for eligible clients at their Return Date (Mediation Date). Services may include:

- Consultation with Attorney (limited to 20 minutes)
- Brief legal advice
- Negotiation (settlement assistance)
- Limited Scope In-Court Representation (excludes representation at the Eviction Hearing)

Representation at Eviction Hearing is not guaranteed. Availability of services is dependent on staff availability. You must meet Legal Action's income eligibility to qualify for services.

For more information, visit
www.legalaction.org/services
or call 608-785-2809

**LEGAL
ACTION
OF WISCONSIN**



From: Coulee Tenants United <couleetenantsunited@gmail.com>
Sent: Tuesday, March 5, 2024 3:11 PM
To: ZZ City Clerk External
Subject: 24-0279

Some people who received this message don't often get email from couleetenantsunited@gmail.com. [Learn why this is important](#)

***** CAUTION:** This email originated from an external sender. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe. *******

Coulee Tenants United supports 24-0279, "Resolution appropriating ARPA funds in the amount of \$60,000 in connection with Legal Action of Wisconsin's project entitled Eviction Defense Project to establish a service to provide free legal assistance for families that are at risk of eviction."

Since early 2022, Coulee Tenants United has tracked evictions filed in La Crosse County and provided renters facing eviction with information about their rights and resources which might be able to help them.

Without the advice of a lawyer, renters facing eviction often have nowhere to turn for information about law and court processes, especially relating to the details of their particular situation. Coulee Tenants United cannot and does not provide this kind of assistance, because we do not have a Bar-admitted lawyer nor the funding to hire one. Renters facing eviction almost universally lack the knowledge and financial ability to hire a private lawyer. Landlords, on the other hand, have experience, knowledge, and lawyers and other professional services that give them major advantages in small claims court. As a result, the scales are weighed in their favor, and renters miss out on rights, opportunities, and court procedures which could help them.

Legal Action's services are invaluable. Since June 2023, they have been providing legal advice right in the courthouse, where there are as few barriers to access as possible. We, in turn, direct renters who contact us to take advantage of this, sometimes even telling them exactly where in the room to look for Legal Action's table.

As part of our eviction tracking and intervention, we have compiled exhaustive data on evictions in La Crosse County, a summary of which can be viewed on our Instagram page here: <https://www.instagram.com/p/C3ZObCoOfco/>. In addition to the information on these slides, it should be noted that even though the City of La Crosse has about half of La Crosse County's population, about 80% of eviction filings are in La Crosse.

Considering the tremendous struggle that the City has had with providing housing to our homeless population, we should consider eviction prevention to be homelessness prevention; eviction prevention, we believe, also makes it more likely for an individual to get an eviction record sealed in the court system, which means a landlord will not be able to use it to deny them housing in the future.

We urge the La Crosse City Council to approve 24-0279 to maintain Legal Action's Eviction Defense Project.

Kevin Hundt
Chair, Coulee Tenants United



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0280

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association for January 1, 2024, to December 31, 2026.

RESOLUTION

WHEREAS, the collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association expired on December 31, 2023; and

WHEREAS, the parties have reached a tentative agreement on a successor agreement for calendar year 2024 through 2026 within the parameters established by the Finance & Personnel Committee; and

WHEREAS, the membership of the La Crosse Professional Police Supervisory Association, the City of La Crosse is hereby approved and ratified.

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

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

La Crosse Professional Police Supervisory Association (LPPSA)
Summary of Changes to Collective Bargaining Agreement

All changes are effective January 1, 2024, unless noted otherwise:

Term: 3-year agreement – 01/01/2024 – 12/31/2026

SECTION 3 – MEDICAL BENEFIT PLAN

Change article to reflect new dates of contract. There are no changes to the employee's monthly contribution rates.

SECTION 6 – SICK LEAVE

Section A – Personal Business

Changes language to the following:

Employees may use up to four (4) days (at the conversion rate below) for accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift = 33.6 hours

Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours

Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

The conversion rate will be based on whichever schedule the employee is assigned as of January 1 of each calendar year.

Removed the following language as it no longer applies:

~~The employee may use up to thirty two (32) hours of accumulated credits for personal business days, subject to same provisions above.~~

Section C – Family Care Days

Updated language to align with other City policies.

Employees may use up to twenty-four (24) hours of accumulated sick leave credit to care for the employee's parent, legal spouse or child (biological, adopted, foster, or stepchild) ~~their minor dependents~~ due to illness, injury, medical/dental appointment or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as parents/stepparents or the employee and/or their legal spouse.

SECTION 8 – WAGE AND SALARY SCHEDULE

Wages and Salary	2024	4% increase effective January 5, 2024
	2025	4% increase effective January 3, 2025
	2026	4% increase effective January 2, 2026

Sergeants and Lieutenants– eligibility for Step B changed from ten (10) years to seven (7) years.
This resulted in a shift to the longevity steps in the subsequent steps.

Section 8 (B) Pay Step Advancement

Updated language to include the pay step advancement at seven (7) years.

SECTION 11 – CLOTHING ALLOWANCE

Updated the following language:

Benefit: The clothing allowance shall be paid based on the amounts listed below for the contract period.

2024: six hundred fifty dollars (\$650.00) per year payable in two (2) equal installments of three hundred twenty-five (\$325.00).

2025: seven hundred twenty-five dollars (\$725.00) per year payable in two (2) equal installments of three hundred sixty-two dollars and fifty cents (\$362.50)

2026: eight hundred dollars (\$800.00) per year payable in two (2) equal installments of four hundred dollars (\$400.00).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

SECTION 12 – OVERTIME

Updated the following language:

Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate and bank up to one hundred twenty (120) hours of compensatory time at any one time during each year.

Updated the following language:

Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of eighty (80) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) hours of compensatory time may be carried over from one calendar year to the next.

SECTION 17 – SHIFT ASSIGNMENTS

Section 8 (c) Updated the following language:

Officers shall have all unused “unscheduled hours” used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.

Updated SECTION 31 to reflect new dates of agreement.

Updated Wage Schedules A, B and C.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0281

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association Local #26 for January 1, 2024, to December 31, 2026.

RESOLUTION

WHEREAS, the collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association, Local #26, expired on December 31, 2023; and

WHEREAS, the parties have reached a tentative agreement on a successor agreement for calendar year 2024 through 2026 within the parameters established by the Finance & Personnel Committee; and

WHEREAS, the membership of the La Crosse Professional Police Non-Supervisory Association, Local #26, the City of La Crosse is hereby approved and ratified.

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

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



2024 - 2026

**AGREEMENT
BETWEEN THE**

CITY OF LA CROSSE

AND THE

***LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORS
ASSOCIATION***

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PREAMBLE

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

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

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

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

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

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

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE I - RECOGNITION

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

ARTICLE II - NON-DISCRIMINATION

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

ARTICLE III - GRIEVANCE PROCEDURE

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

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

ARTICLE IV - MEDICAL BENEFIT PLAN

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

A. Employee's Medical Benefit Plan Contributions

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

Effective January 1, 2024, the employee's monthly contribution shall be 16% of the 2024 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2024 monthly premium equivalent rate.

Effective January 1, 2025, the employee's monthly contribution shall be 16% of the 2025 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2025 monthly premium equivalent rate.

Effective January 1, 2026, the employee's monthly contribution shall be 16% of the 2026 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2026 monthly premium equivalent rate.

B. Health Risk Assessment

The City shall offer an annual health risk appraisal on a voluntary basis, one time per year for active and retired employees and spouses enrolled in the City Medical Benefit Plan.

Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

C. Network

The City retains the right to select the Network(s) .

D. Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month's coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).

F. Retiree Medical Benefit Plan Coverage - Normal Service

1. For Incumbents employed prior to July 1, 2013
Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity or age 53. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document

G. Retiree Medical Benefit Plan - Duty Disability Pension

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

H. Retiree Medical Benefit Plan Non Duty Disability Pension

Eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same contributions as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same contribution rates as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

J. City's Right to Select Vendors/Self Insure

The City shall have the right to select the plan vendors and/or to self-insure the plan.

K. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following two (2) full calendar months of employment.

L. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die

Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that the spouse and dependents of eligible employees shall receive the same plan design as active employees.

M. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan. The City agrees to credit and pay for the "protective with Social Security" pension costs on the salary that is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan contributions due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

N. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 5 shall receive the same medical benefit plan contribution rates as in effect for active employees. Years of service for medical benefit plan coverage while on income continuation insurance is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

O. **Health Care Cost Containment Committee**

The parties agree to establish a joint labor/management committee on health care cost containment. The committee will be made up of two members from the bargaining unit and two members from the City.

ARTICLE V - LIFE INSURANCE

A. **Benefits:** The level of benefits in effect as of January 1, 1992 shall be maintained.

B. **Eligibility:** Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment in the Wisconsin Retirement System.

C. **Coverage's Available:** Employees may select insurance for themselves and their spouse and dependents as follows:

1. **Basic.** This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

2. **Additional.** This plan is available to individuals covered by the Basic Plan. The Additional Plan is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

3. **Spouse and Dependent.** This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

(a) **Schedule I.** The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

(b) **Schedule II.** This allows the employee to increase coverage for his/her spouse to \$20,000, and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. **Supplemental**

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. **Cost of Insurance.** All employees who are eligible and elect to participate in the Basic

group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees who elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

- E. Coverage for Eligible Retirees at Age 66. Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.
- F. Administration. The life insurance benefits described above shall be administered in accordance with State Statute 40.03(6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations as amended from time to time.
- G. Change of Carrier. The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992
- H. Dental Insurance. In the event that the City provides dental insurance to any other City employee during the term of this contract, this Article shall be reopened to negotiate coverage and premium.

ARTICLE VI - INCOME CONTINUATION INSURANCE

- A. Benefits. The City will continue the present income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund.
- B. Cost of Insurance. The City's premium contribution shall be limited to the Employer's share of the cost as authorized by Wisconsin State Statute 40.61.
- C. Change of Carrier/Self Insurance. The City reserves the right to select the carrier and/or to self insure the present level of benefits.

ARTICLE VII - SICK LEAVE

- A. All employees shall accumulate one (1) day of sick leave which shall be credited to them for each month of employment commencing with the first month of employment. The sick leave credits shall be cumulative to a maximum of 120 days. A month of employment shall mean a month in which the employee receives pay from the City for 40 hours in the previous month. For purposes of this article a "day" for sick leave accrual shall mean eight (8) hours.
- B. The accumulated sick leave may be used for any bona fide illness or injury excepting those compensated for under the Wisconsin Worker's Compensation Act. Except as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in such outside employment or business.

- B. Probationary employees shall be authorized sick leave after six (6) months of service, such allowances to be limited to the six (6) days (48 hours) earned in accordance with the provisions of this section. For each additional month of service, one (1) additional day of sick leave shall be allowed probationary employees
- C. All sickness or injuries of over three (3) consecutive days duration must be verified by a physician's certificate (i.e., three twelve hour shifts is 36 hours, three 8.4 hour shifts is 25.2 hours). The City reserves the right of reasonable independent medical examination at City's expense. Such medical examination shall be at the request of the Department Head.

If the employee did not meet "adequate" attendance standards the previous year they would be required to provide a physician's certificate for all sickness or injuries of more than two (2) consecutive days duration.

- D. Sick leave pay shall be based on the rate of pay of an employee's classification.
- E. Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused sick days over the 120 day cap, to a maximum of one hundred and thirty-two (132) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the one hundred and twenty (120) day cap and receives fifty percent (50%) pay for up to the one hundred and thirty-two (132) day maximum, the employee will revert back to the cap of one hundred and twenty (120) days as of the first of January. As a result, if an employee maintains the cap of one hundred and twenty (120) days and goes the entire year without using any sick days the same employee will receive six (6) days payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year. Upon retirement, any eligible sick leave payout over cap shall be paid to the employee (not to the Retirement Health Savings Plan).

In reference to paragraph F above, 132 days shall mean 1056 hours; 120 day cap shall mean 960 hours; six days shall mean 48 hours.

- F. Personal Business: Employees may use up to four (4) days (at the conversion rate below) of accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested. Use of personal business shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off.

Requests for personal business days is subject to "adequate" attendance standards in the previous year. An employee who does not have "adequate" attendance rating (as defined in the attendance policy) from the previous year would not be allowed to use personal business days in the succeeding year, and any such requests would be denied.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift= 33.6 hours
Conversion of Personal Business Time: Four (4) days x 10-hour shift = 40 hours
Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours
Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

The conversion rate will be based on whichever schedule the employee is assigned as of

January 1 of each calendar year.

- G. Family Care Days: employees may use up to twenty-four (24) hours of accumulated sick leave credits to care for the employee's parent, legal spouse, or child (biological, adopted, foster, or stepchild) due to illness, injury, medical/dental appointment or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as parents/stepparents or the employee and/or their legal spouse. Use of sick leave for family care shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.
- H. Catastrophic Leave: Upon accruing the maximum sick leave accrual, an employee shall continue to accrue sick leave for a "catastrophic leave bank" to be used for the FMLA qualifying serious health condition of the employee, employee's spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is only available after all accrued sick leave and vacation days have been exhausted, and the employee must have met the "adequate attendance standards in the previous twelve (12) months. A request for use of catastrophic leave must be approved by the Deputy Director of Human Resources. Sick leave for the employee's catastrophic leave bank shall be accrued at the same rate as defined above, and shall only accrue when the employee's sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 480 hours, and is not eligible for payout at retirement.
- I. Retirement payout: At the retirement of an employee who was hired prior to July 1, 2013, the City will make a lump sum payment into the retiring employee's Retirement Health Savings Plan equal to fifty two percent (52%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

At the retirement of an employee who was hired on or after July 1, 2013, the City will make a lump sum payment into the retiring employee's Retirement Health Savings Plan equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

Retirement, for the purpose of this section, shall mean that an employee is eligible for and has filed to receive an immediate retirement annuity with the Wisconsin Retirement System. In addition, to receive sick leave payout employees hired prior to July 1, 2013 must have met the years of service requirement as defined in the Medical Benefit Plan Master Plan Document.

Employees hired prior to July 1, 2013, may, after meeting the years of service requirement, retire prior to age 53 and receive the sick leave payout however retiring prior to age 53 would disqualify the employee from receiving retiree medical benefit plan. Employees hired on or after July 1, 2013 must be at least 50 and have 20 years of full-time continuous service with the City. The sick leave payout for retirement would be 52%.

Effective January 1, 2016: If an employee hired prior to July 1, 2013 "retires" (as defined above), at age 53 or over, or by special early retirement program, and waives their eligibility for retiree medical benefit plan upon/before retirement, and a minimum of 3 years prior to eligibility for Medicare, the sick leave payout to the Employees Retirement Health Savings Plan would be at 100%. Once waived the retiree is not eligible for future enrollment in the City's medical benefit plan.

Death Benefit: In the event of the death of a current employee, the City will make a lump sum payment to the deceased employee's estate equal to forty-five percent (45%) of the shift day amount of accrued but unused sick leave on record at the time of death. In the event of the line of duty death of a current employee, the City will make a lump sum payment to the deceased employee's estate equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on the record at the time of death.

ARTICLE VIII - FUNERAL LEAVE

Benefit. In the event of a death in the employee's "Priority Family", "Immediate Family" or "Other Relative", the employee shall be allowed scheduled time off without loss of pay or sick leave credits. No paid funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other paid or unpaid leave of absence. The conversion of Funeral leave shall be day for a day in accordance with Article VIII of the LPPNSA agreement. Officers working 12 hour day will be treated the same as those working an 8 or 10 hour day.

- B. Priority Family: Priority family shall be defined as the "employee's" parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be six (6) days, however shall not exceed 48 hours. Funeral leave for a priority family member shall be used from the date of death through two (2) weeks from date of death. An exception to the 2 week timeframe may be made through approval of the Chief of Police and the Deputy Director of Human Resources.
- C. Immediate Family: Immediate family shall be defined as the employee's, or the employee's legal spouse's grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the date of death up to and including the day after the funeral, but not to exceed three (3) work days (as scheduled), calculated at the employee's regular rate of pay including compensation for shift assignment.
- D. Other Relatives: Other relatives shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law and aunt or uncle of the employee. Employees shall be allowed one (1) day off without loss of pay or sick leave credits on the day of the funeral.

ARTICLE IX - WAGE AND SALARY SCHEDULE

- A. Wage Adjustments. The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

Schedule "A" represents a four percent (4%) wage increase effective January 5, 2024.

Schedule "B" represents a four percent (4%) wage increase effective January 3, 2025.

Schedule "C" represents a four percent (4%) wage increase effective January 2, 2026.

Effective June 1, 2008 direct deposit of paychecks shall be a mandatory condition of employment.

B. Computation of Longevity for Patrol Officer. Longevity shall be included in Salary Schedules A, B, and C computed as follows:

1. At Step E, the hourly rate shall be three percent (3%) higher than Step D. Step E is effective following seven (7) years of service.
2. At Step F, the hourly rate shall be six percent (6%) higher than Step D. Step F is effective following ten (10) years of service.
3. At Step G, the hourly rate shall be nine percent (9%) higher than Step D. Step G is effective following fifteen (15) years of service.
4. At Step H, the hourly rate shall be twelve percent (12%) higher than Step D. Step H is effective following twenty (20) years of service.
5. At Step I, the hourly rate shall be fifteen percent (15%) higher than Step D. Step I is effective following twenty-five (25) years of service.

Computation of Longevity for Police Investigators. Longevity shall be included in Salary Schedules A, B and C computed as follows:

1. At Step B, the hourly rate shall be three percent (3%) higher than Step A. Step B is effective following seven (7) years of service.
2. At Step C, the hourly rate shall be six percent (6%) higher than Step A. Step C is effective following ten (10) years of service.
3. At Step D, the hourly rate shall be nine percent (9%) higher than Step A. Step D is effective following fifteen (15) years of service.
4. At Step E, the hourly rate shall be twelve percent (12%) higher than Step A. Step E is effective following twenty (20) years of service.
5. At Step F, the hourly rate shall be fifteen percent (15%) higher than Step A. Step F is effective following twenty-five (25) years of service.

C. Special Payments: The City agrees to compensate employees an additional ten (\$10.00) per month for Range/Firearms Instructor.

Members assigned to the Emergency Response Team shall be compensated twenty-five dollars (\$25) per month compensation.

An employee so certified shall be limited to two (2) certification payments per month.

D. Field Training Officer Assignments: Employees assigned to the restructured FTO program shall be paid one (1) hour of overtime for serving as a Field Training Officer (FTO) for each full shift that they actually perform FTO duties. If an employee serves as an FTO for less than a full shift, such payment is pro-rated, i.e. he/she shall receive one

half (1/2) hour of overtime when serving for four (4) hours, etc. If an FTO's shift is extended beyond the normal work schedule no additional compensation shall be due under this provision for the first sixty (60) minutes of overtime. If an employee serves as an FTO for 12 hours, he/she shall receive 1.5 hours of overtime.

E. Transfer Review Board For Special Payments/FTO Assignments

Purpose & Policy.

This procedure establishes guidelines for convening the review board for instances when an officer requests his/her removal reviewed. This board will hear cases when an officer has been removed from paid assignments such as FTO, ERT, Range/Firearm Instructor, etc.

Procedure

Establishment of Review Board

1. All parties agree that the Chief of Police has the authority to remove an officer from active status (no longer paid premium).
2. If the "removed" officer feels that he/she was removed without just cause, the officer shall submit a memo within ten (10) calendar days of the date of removal to the Chief requesting that the Transfer Review Board review the removal. The Transfer Review Board will consist of:
 - a. 2 members from the administration (Sgt – Capt) selected by the union.
 - b. 2 members from the non-supervisory union selected by the Assistant Chief.
 - c. The Assistant Chief
3. Members of the Transfer Review Board are voluntary and can excuse themselves from accepting the appointment. The Transfer Review Board will be re-selected each time a Transfer Review Board is requested to convene.
4. Members of the Transfer Review Board will not include officers in any probationary status.
5. If the aggrieved officer requests a review of his/her removal, the officer will continue at paid status until the review is completed by the Transfer Review Board.
6. Decisions of the Transfer Review Board are final and binding.

Board Duties

1. The Transfer Review Board will convene within 30 days from the date of review request.
2. The officer or his/her representative will submit a letter/documentation to the Transfer Review Board indicating their position against the removal. The officer/representative shall speak at the Transfer Review Board meeting.

3. The program manager will also submit a letter/documentation supporting the recommendation for removal. The program manager/representative shall also speak at the meeting.
4. The Transfer Review Board may ask questions of any person speaking at the meeting.
5. Following review of the submitted letters/documentation and testimony, the Transfer Review Board will vote by secret ballot supporting or opposing the removal. If the vote supports removal, the officer will become “inactive.” If the vote opposes removal, the officer will continue as “active” status. The vote shall be taken immediately following the review of submitted letters/documentation and testimony. The Assistant Chief will abstain from voting unless there is a tie among the others.

E. Pay Step Advancement.

All employees are entitled to pay step advances on the anniversary of their appointment to the department as a sworn officer, after one (1) year, eighteen (18) months, three (3) years, seven (7) years, ten (10) years, fifteen (15) years, twenty (20) years and twenty-five (25) years of service.

- G. Out of Rank Assignments. Except in case of emergency, a police officer who is assigned to a position of higher authority and required to supervise the station for a tour of duty when no command person is assigned to duty in the station shall be compensated in addition to base pay at ten (10) cents per hour for time spent in the supervisory capacity.

ARTICLE X – EDUCATION INCENTIVE

The parties have agreed that the attainment of a Bachelor’s Degree in law enforcement/police science can be an important part of the professional development of police officers. Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and Human Resources and in accordance with the Tuition Reimbursement Policy. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy.

Incumbents hired or promoted prior to January 1, 2011:

Educational incentive payments shall be fifty dollars (\$50.00) per month for those employees with a Bachelor’s Degree and twenty-five dollars (\$25.00) per month for those officers with an Associates Degree in law enforcement/police science or related field.

Employees hired or promoted into Covered Protective Positions after January 1, 2011:

An educational incentive payment of fifty dollars (\$50.00) per month shall be paid for those officers who possess/attain a Bachelor’s Degree in law enforcement/police science or related field.

ARTICLE XI - WORKER'S COMPENSATION

- A. Policy Statement. It is expected that employees shall exercise sound safety practices in the performance of their duties. Employees who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may

receive supplemental salary as outline below.

- A. Administration. The Deputy Director of Human Resources, in consultation with the City's third-party administrator for worker's compensation, shall determine whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitles the employee to full salary pay during the recuperation period. All such determinations including the medical necessity for paid time off during a healing period must be documented by a complete medical diagnosis of the employee's treating physician. In the event any employee of the Police Department's claim for worker's compensation is denied, the worker has the right under Wisconsin statutes for workers' compensation benefits to appeal the denial through the Wisconsin Department of Workforce Development.

The City as a self-insurer for Worker's Compensation is bound by and agrees to follow the provisions of Ch. 102 Wisconsin Statutes in the administration of Worker's Compensation benefits.

- C. Change of Carrier or Self Insurer. The City reserves the right to determine if it wishes to continue to self insure for Worker's Compensation. The City may select the insurance carrier for Worker's Compensation and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits previously in effect.

ARTICLE XII - PENSIONS-WISCONSIN RETIREMENT SYSTEM

Employees will contribute one-half of the total actuarially required contribution for general municipal employees to the Wisconsin Retirement System.

ARTICLE XIII - CLOTHING ALLOWANCE

- A. Benefit: The clothing allowance shall be paid based on the amounts listed below for the contract period. The first installment to be paid on the first payday in February of each year and the second such installment shall be paid on the first payday in August of each year. Only current, active employees during the above pay periods will receive the installment.

2024: six hundred fifty dollars (\$650.00) per year payable in two (2) equal installments of three hundred twenty-five dollars (\$325.00).

2025: seven hundred twenty-five dollars (\$725.00) per year payable in two (2) equal installments of three hundred sixty-two dollars and fifty cents (\$362.50).

2026: eight hundred dollars (\$800.00) per year payable in two (2) equal installments of four hundred (\$400.00).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

Any new uniform article not previously required will be paid for by the City. No officer

shall be required to spend more than the amount they receive each year in uniform allowance for uniform purchases under this article. In the event uniform purchases exceed the amount of uniform allowance the officer receives during the calendar year, the City shall pay the entire cost of the amount exceeding the current years uniform allowance.

New Employees: The City shall provide to the new employee, as soon as practicable, one Class A uniform, to include one (1) Class A long sleeve shirt, one (1) short sleeve shirt, one (1) Class A pair of pants, one (1) hat, one (1) tie and duty firearm. Uniform items shall include hemming, and patch/embroidery.

- B. Damage to Eyeglasses and Personal Items. Eyeglasses, damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred and fifty dollars (\$250.00). Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed \$100.00, provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.
- C. Reimbursements. All requests for reimbursement under this article, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Chief of Police, and such approval shall not be unreasonably denied.

ARTICLE XIV - OVERTIME

- A. Definition. Employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the regular work week at the rate of time and one-half the scheduled rate of pay for such employees. Overtime compensation at time and one-half (taken as pay or comp time) shall be earned when a police officer works in excess of his/her regularly scheduled shift (12, 10 or 8.4) hours in any one shift.

If an officer works and is paid for more than one hundred seventy-one (171) hours in any twenty-eight (28) day work period, they shall receive overtime compensation at time and one-half pay, with the exception of the hours worked under section 9-a (104 "unscheduled hours").

Any Overtime hours for call back, court, extra-duty, grant, security or off duty phone calls will follow the provisions of the current collective bargaining agreement.

- B. Travel Time. Travel time to attend schools when officers volunteer to attend such schools shall be compensated at the regular straight time rate.
- C. Oktoberfest. All hours of work performed between the hours from 6:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend shall be paid at double time. This provision does not apply to training (including associated travel) and court time.
- D. Regular Compensatory Time Bank.
 - 1. Employees shall be allowed to elect compensatory time in lieu of paid overtime.

Employees may accumulate and bank up to one hundred twenty (120) hours of compensatory time at any one time during each year.

2. Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of eighty (80) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) hours of compensatory time may be carried over from one calendar year to the next. One calendar year is defined as the first pay period through the last pay period of each year as defined by the City. Compensatory time that is paid in cash at the end of a year shall be paid off at the last rate in existence for that year.
 3. There shall be no exceptions to the limitations imposed herein.
 4. At the employee's option, the payoff of all compensatory time on the first pay period in December of each year may occur subject to the following: It is agreed that 2/3 of the remaining monies available in the police department's annual overtime budget may be used to pay out compensatory time balances of employees that so request. Requests from employees will be honored in the order of total bargaining unit seniority.
- E. Training. Mandatory training, including but not limited to in-service training, , Emergency Response Team training, or any other mandatory training, will be paid at the rate of time and one-half and the employee shall elect whether he/she shall receive it as compensatory time or paid overtime. Mandatory time shall always be at the rate of time and one-half.

An exception to the above will be when training takes place in lieu of regular work days. In this circumstance, time will be at the employee's regular rate of pay including any shift differential.

ARTICLE XV - CALL BACK AND MINIMUM COURT PAY

- A. Recall to Duty. Employees recalled to duty after having left the premises, or scheduled to return to duty while off duty, shall receive a minimum of three (3) hours' pay at time and one-half. This includes required court appearances while off duty.
- B. Off Duty Notices.
1. In addition to all other entitlements in this agreement, employees required to testify in a court proceeding while off-duty with less than forty-eight (48) hours' notice shall be paid a minimum of three (3) hours' pay at time and one-half.
 2. If the employee is notified (via phone call, text or voice message) 90 minutes or greater from the subpoena time for a previously scheduled court appearance, the employee shall receive one (1) hour of pay at the employee's regular straight time hourly rate.
- C. Off Duty Phone Calls. In addition to all other entitlements in this agreement, employees who are ordered to call the prosecuting attorney by telephone on their off duty time, and have the written authorization to do so, signed by their commanding officer, shall receive

one hour of pay at the employee's regular straight time hourly rate.

- D. Court Appearances Outside of La Crosse. An employee subpoenaed to testify in a court outside of the City limits of La Crosse because of a court case arising out of the scope of his/her employment on regularly assigned workday, shall work the day shift on the day of the hearing.

Employees working other than the day shift shall be considered on day shift for purposes of honoring the subpoena (i.e. 7:00 AM to 3:00 PM) and shall receive overtime pursuant to the prescribed article in the contract for anything over eight (8) hours, which shall not include time for sleeping, but shall include all time pertinent to the subpoena and travel time. Provided, however, that the employee has at least eight (8) hours off prior to the commencement of travel to the hearing. This provision shall not apply to regularly scheduled off days and the overtime section shall prevail in this instance, and shall include all time pertinent to the subpoena and travel time paid at time and one-half (1 1/2).

Officers who are required to travel outside of the City shall be provided with a City vehicle when possible.

All subpoena fees shall be turned over to the Employer, except for meal allowance and motel, if applicable, provided that if an employee is required to use his/her own vehicle, he/she shall also be entitled to keep the mileage allowance.

Prior to the employee's appearance in court, the employee shall provide a copy of the subpoena to the Chief of Police for his review.

ARTICLE XVI - HOLIDAYS

Definition. Holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

Employees scheduled to work on any of the recognized holidays shall receive time and one-half pay for all hours worked on the holiday in addition to the 88 hours of Holiday Compensation Time. It is understood that time worked on the holiday refers to all hours which began on the recognized holiday, including that which continued without a break into the day after the recognized holiday.

Conversion of Holidays will be hour for hour based on an 8 hour work day. Currently, eleven (11) holidays are recognized. Each officer will be credited a Holiday Compensation Time Bank pro-rated for the number of recognized holidays scheduled in the calendar work year. Eleven (11) days = 88 hours

- A. In order to be eligible for holiday pay the employee must have worked the last regularly scheduled, full work day immediately preceding the holiday, and must further work the first regularly scheduled, full work day following the holiday. Vacation, personal business, sick leave, compensatory time and banked holidays shall count as hours worked for purposes of this paragraph.

- C. Holiday Compensation Time Bank. All holiday pay as provided above can be credited as compensatory time off in lieu of cash payment; however the compensatory time, when used, shall be with the permission of the Chief of Police or his designee. Such holiday compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash the first pay period in December.

ARTICLE XVII- WORK WEEK

The work week shall be established as forty hours per week.

ARTICLE XVIII - SHIFT ASSIGNMENTS

A. Field Service Bureau (Patrol).

Shift selections shall be by strict seniority. There shall be no rotation of shifts.

The monthly VSAP shall be as follows:

- a. 8.4 hour/10 hour shift starting between 6 AM – 9AM shall equal seventeen dollars (\$17).
- b. 8.4 hour/10 hour shifts starting at/after 10:00 AM shall equal forty-seven dollars (\$47)
- c. 12 hour shifts starting at 5 AM /6 AM shall equal forty-seven dollars (\$47).
- d. 12 hour shifts starting at 3 PM shall equal sixty-six dollars (\$66)
- e. 12 hour shift starting at 5 PM /6 PM shall equal sixty-six dollars (\$66)

B. Professional Standards/Community Services Bureau

The hours of the officers assigned to the Professional Standards /Community Services Bureau shall be flexible to regularly start between 7:00am to 9:00am and officers assigned shall work a 5/2 - 5/2 schedule on an 8.4 hour workday..

C. Neighborhood Resource Officers (NRO) Assignment:

Employees assigned as Neighborhood Resource Officers will work a 10.5-hour day (4 on, two off, four on, four off) schedule with two platoon assignments. The workweek will consist of Tue-Fri and Wed-Sat. As a result, officers assigned to the NRO unit will work every other Saturday. NRO's shall accrue 104 unscheduled hours per year. Management reserves all rights to determine the platoon assignment.

D. School Liaison Shift Assignments:

The school liaison officers shall be assigned shift selection by seniority when returning to shift work for the summer in the following manner:

- a. Two (2) officers assigned: one (1) first shift and one (1) second shift.
- b. Three (3) officers assigned: two (2) first shift and one (1) second shift
- c. Four (4) officers assigned: two (2) first shift and two (2) second shift
- d. Five (5) officers assigned: two (2) first shift and two (2) second shift, and one (1) third shift.

It is understood by the parties that the subject of how the school liaison officers are

assigned will be reviewed on an annual basis and may be modified for the good of the service through good faith negotiations.

E. Work Schedule - The City of La Crosse and the La Crosse Professional Police Officers Association have jointly developed a twelve (12) hour work schedule for sworn non-supervisory police officers of the La Crosse Police Department, which is based upon a twenty-eight (28) day work period with a total of 2080 hours worked per year.

F. The LPPNSA and the City have declared a working period of twenty-eight days (171 hours) “7K” work period pursuant to the provisions of the Fair Labor Standards Act.

G. Employees covered by the LPPNSA agreement and working a patrol shift shall work a twelve (12) hour shift schedule.

H. Shifts are defined as 6:00 a.m. to 6:00 p.m. for the day shift and 6:00 p.m. to 6:00 a.m. for the night shift. Overlapping patrol coverage will be accomplished by having “early” patrol assignments of 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m. The Power Shift will operate from 3PM until 3AM. Both platoon 1 and 2 may have officers assigned to the Power Shift. The officers assigned will continue to follow the same off group rotation as designated with 12 hour shifts.

Officers assigned to the Power Shift will be considered as working the “night” shift and will receive the “night” shift differential.

I. All employees covered by the LPPNSA agreement will also be covered under the twenty-eight (28) day one hundred and seventy-one (171) hour (7K) work period.

J. The following will also apply to 5/2-5/2-scheduled employees:

1. Will be paid 2,080 hours per work year.
2. Employees will be allowed the option to work a four (4) day – ten (10) hour shift if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. An employee working under Article XVIII Section J may exchange the day off from their assigned day off to another day off within the next 60 days with the approval of the Chief of Police or his/her designee. Employees working 4/10 will not receive “unscheduled hours” as the scheduled work hours will not exceed 2,080 scheduled hours.
3. Employees will be allowed the option to work five (5) working days of eight and four-tenths (8.4) hours per day, repeated each week- typically, Monday through Friday, if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. Employees working under this schedule will receive 104 hour “unscheduled hours” in lieu of the hours scheduled in excess of 2,080 hours.
4. Employees assigned as School Resource Officers (SRO) will work a 5/2-5/2 schedule on an 8.4 hour work day. When assigned back to shift under Article XVIII-D, they will maintain the 5/2-5/2 schedule and will continue to work an 8.4 hour day.

K. The 12 hour work schedule will be two (2) consecutive twelve (12) hour days on duty followed by two (2) consecutive days off, followed by three (3) consecutive twelve hours days on duty followed by two (2) consecutive days off, followed by two consecutive twelve hour days on duty followed by three (3) consecutive days off (2/2-3/2-2/3 cycle).

L. The Chief of Police will determine the staffing levels (that is, the exact number of police officers) for each of the two shifts that are necessary for the twelve (12) hour schedules. In addition, the Chief of Police shall have the right to alter said staffing levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

M. Hours of Work and Absence from Duty: Under the twelve (12) hour work schedule, officers working will be scheduled to work twelve (12) hours per work day. Over the entire fifty-two (52) week calendar year, said 12 hour or 8.4 hour schedule will result in a total of one hundred and four (104) additional scheduled hours over the contractually established 2,080 annual work hours. This agreement is based upon a 2,080 scheduled hours per year. In order to reduce the total number of hours back to 2,080 hours, officers will be required to un-schedule 104 scheduled work hours generated by the twelve (12) hour schedule. The 104 “unscheduled hours” will be addressed in the following agreed upon manner.

1. The additional 104 hours will not be considered overtime hours or paid hours
2. Officers assigned to a twelve (12) hour 2/2, 3/2, 2/3 work schedule or 8.4 hours 5/2-5/2 work schedule will be allotted one hundred and four (104) “unscheduled hours” of time off on Jan 1 of each year. Such hours will be pro-rated if an officer is assigned after Jan 1 based on the total number of hours over 2080 hours that are projected to work in remaining calendar year.
3. Officers will be allowed to use the banked 104 “unscheduled hours” in lieu of regular scheduled work hours over the course of the calendar year at the approval of the Chief of Police/designee. “Unscheduled hours” are not allowed to be carried over to a following year and shall not be subject to payout at end of year. Officers must use “unscheduled hours”. Officers shall have all unused “unscheduled hours” used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.

MEAL TIME/BREAK TIME

Because payment for meal periods is included in the standard workday, the City is not liable for any additional compensatory time. One thirty (30) minute meal period and two (15) minute break period shall be permitted during each twelve (12) hour segment during the tour of duty. The meal and/or break period shall be non-contiguous, subject to call, and are included in the work day. Meal and/or break periods will be authorized by the shift commander or supervisor.

Employees working the 12 hour schedule shall not engage in any outside employment within eight (8) hours of beginning such shift or on a regularly scheduled work day.

In order to avoid fatigue, employees working the /12 hour schedule all efforts will be made to avoid working more than seven (7) days at a stretch and no more than 16 hours straight. This does not include mandatory court appearances or other emergency situations. In the case of a mandatory court appearance, the employee at their option, can utilize all or part of the court appearance time as “time worked” for their next scheduled shift, if that shift is scheduled less than 12 hours from the end of the court appearance.

Parties agree that excluding any unpaid leave, officers shall be paid on a smoothing basis (80 hours bi-weekly which includes “unscheduled hours”) for their bi-weekly payroll, as opposed to

pay for actual hours worked. At the end of the FLSA 7(k) pay period (28 days), Finance will ensure that officers are made whole for any FLSA premium due.

ARTICLE XIX - VACATION

A. **Benefit.**

Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after thirteen (13) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service.

One day is understood to mean 8 hours of accumulated vacation time, and one week is understood to be 40 hours of accumulated vacation time. A 12 hour shift employee who takes vacation for their full day would be required to use 12 hours of their vacation accrual.

The conversion of vacation time shall be hour for hour based upon an 8 hour work day as follows:

1 week = 40 hours
2 weeks = 80 hours
3 weeks = 120 hours
4 weeks = 160 hours
5 weeks = 200 hours
26 days = 208 hours
27 days = 216 hours
28 days = 224 hours
29 days = 232 hours
30 days = 240 hours

B. **Work Week.** Vacations shall start at the beginning of the employee's work week.

C. **Vacation Carryover.** Any officer who was unable to use his/her accrued vacation time before December 31st of any calendar year shall be allowed to carryover up to two weeks of vacation into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year must be used by the last full pay period of that year, or it shall be forfeited.

ARTICLE XX - TRAINING

Officers may be assigned to training outside their regular fixed shift only under the following conditions:

1. Training under this provision does not include training available with the department.
2. This provision does not apply to the initial recruit training as required by the Law Enforcement Standards Board.
3. This provision does not apply to officers who volunteer and are approved for training.
4. At the discretion of the Chief of Police/designee, an officer assigned to a twelve (12) hour schedule may be temporarily placed on a 5/2 (8.4-hour day) schedule for training purposes when said training exceeds a four (4) day consecutive period.
5. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 12 hour schedule or less than 10 hours for employees on a 4/10, the employee shall pre-arrange with their shift command to make up the work hours, or promptly return to his/her division and be prepared to work the remaining hours, or use banked unused time off to cover the remaining hours, subject to advance management approval.
6. Overtime for employees voluntarily attending training will be governed under the twenty-eight (28) day, one hundred seventy-one (171) hours Fair Labor Standards Act, specifically, Section 207 (k). Training hours that do not exceed the 28 day/171 hours will be compensated at straight rate. Training hours that exceed the 28 day/171 hours will be compensated at time and one-half.

ARTICLE XXI - MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, and except for mandatory subjects of bargaining which may not be specifically covered by this agreement, the management of the City of La Crosse and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work, but shall not include the suspension of the fixed shift, to sub-contract work, together with the right to determine the methods, processes and manner in which the work is to be performed, are vested exclusively in management. Seniority shall prevail except in cases of emergency in the selection of shift assignments.

ARTICLE XXII - PROBATIONARY PERIOD

Newly hired employees shall be required to serve an eighteen (18) month probationary period. Employees that fail to satisfactorily complete the probationary period may be terminated without cause and shall not be afforded a hearing before the Police and Fire Commission or any other administrative tribunal, including grievance arbitration. The probationary period shall be subject to Police and Fire Commission rules and regulations.

ARTICLE XXIII - VACANCIES WITHIN THE DEPARTMENT

- A. Posting. Any vacancy or new position created within the Department shall be posted listing the job description, requirements and qualifications.
- B. Preference. Employees of the Department shall have preference over non-members, if qualified for such vacancies or positions.

- C. Fire and Police Commission Rules. Any vacancy or position which is a promotion shall be governed by the Police and Fire Commission's rules.

All other vacancies or positions that are filled by appointment shall be based on qualifications and where qualifications are equal, the employee with the most seniority shall have preference.

- D. Lateral Transfer. An individual seeking employment as a police officer with this department who:
- Left this department as a Police Officer and was in good standing when he or she left, or
 - Is an officer from another department who left or is leaving that department in good standing, and
 - Meets current standards for employment with this Department with regard to certification and education, and
 - Is selected to be hired,

Shall be eligible for compensation and vacation accrual at a level above that of a new officer, up to 1st Class Patrol Officer. The selected individual shall be considered a new employee for all other matters including assignment to investigator, etc. Effective January 1, 2016, lateral transfers may be eligible for consideration for assignment to Investigator, subject to the selection criteria as defined in Article XXXII.

In determining the level of pay compensation, the following guidelines are to be used:

4th Class Officer.....Less than 1 year of full-time service

3rd Class Officer...1 year of full-time service but less than 1.5 years of full-time service

2nd Class Officer...1.5 years of full-time service, but less than 3 years of full-time service

1st Class Officer.....3 years of full-time service

These guidelines may be overridden by agreement between the Police Department Administration, the Mayor, the Director of Finance & Human Resources and the LPPNSA Board with regard to specialized training and qualifications that an applicant may possess.

In determining the level of vacation benefit, the lateral transfer will receive “continuous years of service” credit for all previous full-time police service/experience and will receive the same vacation benefits under Article XIX-A as any current employee. By way of example, a lateral transfer with five (5) previous years of service in good standing with another agency and five (5) years of continuous service with this agency will be deemed to have ten (10) years of service for vacation benefit.

Lateral transfer credit(s) do not apply to calculations for longevity compensation or seniority.

This amendment is not retroactive for any employee hired before January 1, 2019.

ARTICLE XXIV - JURY DUTY

- A. Responsibilities. Employees are subject to jury service in the same manner as other citizens.
- B. Compensation. No salary deduction is made during jury duty, but all jury fees received for jury duty during working hours must be paid to the City Treasurer, and a copy of the receipt shall be filed with the City Clerk.

- C. Return to Work. Jurors, when not assigned to cases, must report to their regular work assignment for the remainder of the day. Jury duty shall be recorded on all payroll records.

ARTICLE XXV - EXCHANGE OF SHIFTS AND DAYS OFF

Employees of equal rank shall be allowed to exchange days off, provided they receive permission from the Chief of Police or his designee. Additionally, an employee may exchange the day off from his day off to another day off within the next twenty-eight (28) days with the approval of the Chief of Police or his designee.

ARTICLE XXVI - RESIDENCY

The City of La Crosse follows State law regarding residency requirements, WI Act 20, Section 1270, 66.0502(4)(b) states “a local government unit may impose a residency requirement on law enforcement, fire or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village or town to which the personnel are assigned.” Should the City elect to enforce this provision, incumbent employees would be grandfathered, and would not be impacted. If implemented, the residency requirement would only be applicable to candidates hired after the implementation date.

ARTICLE XXVII - DUES DEDUCTION

- A. Definition. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.
- B. Duty of Fair Representation. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. All employees with a voluntary signed dues deduction form on file shall pay an amount to the Association equivalent to the uniform dues required of members of the Association.
- C. Deductions from Payroll. The City agrees that on the first paycheck of every month it will deduct from the earnings of all employees with a signed dues deduction form on file in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the monthly dues uniformly required of employees. Changes in the amount of dues to be deducted shall be certified by the Association to the Director of Human Resources thirty (30) days before the effective date of the change.

Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The City shall not be liable to the Association, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that which constitutes actual deductions from employees' wages earned.

Members may opt out of dues paying by providing a written notice to the Local

Association and the City's Human Resources Department.

- D. Hold Harmless. The Association shall indemnify and hold the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.

ARTICLE XXVIII - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association wherein mutually agreeable. The waiver of any breach, terms or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIX - SAVINGS CLAUSE

If any Article or section of this Agreement or any addendums thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXX - ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

ARTICLE XXXI - TEMPORARY ASSIGNMENTS

The City may temporarily assign additional duties to officers in emergencies and for training purposes. However, in no event shall training assignments exceed one (1) year.

ARTICLE XXXII - ASSIGNMENT TO INVESTIGATOR POSITION

- A. The Chief of Police shall assign employees to the position of Investigator under the procedures described below.
- B. Selection Criteria:
1. Testing shall consist of two components, the written test and the oral test. Employees selected for the investigator positions must receive an overall cumulative score of 70 percent or greater between the two tests.
 2. The written test shall constitute 70 percent toward the final score for investigator positions and the oral exam shall constitute 30 percent toward the applicant's final score.

3. Employees who are first class police officers must have a minimum of two (2) years full time continuous service as a sworn police officer with the City of La Crosse as of the time of the written examination.

C. The oral test shall be administered as follows:

1. A panel to conduct the oral test shall consist of two administrators and two supervisors, chosen by the Chief.
2. The oral test shall consist of a practical fact situation administered orally by the panel and scored by the panel.
3. Based upon the results of both the written and oral examinations, a list of applicants for the positions of investigators shall be established.
4. All investigators shall be selected by the Chief of Police on the basis of overall work record, including the following factors:
 - a. Annual evaluations,
 - b. Prior disciplinary matters,
 - c. Special Certifications,
 - d. Commendations,
 - e. Score (written and oral)
5. List of Eligibles: An eligible list shall be established using the selection criteria stated above. Such eligibility list shall be effective as of the publication date from the Secretary of the Police and Fire Commission. A copy of the eligibility list shall be forwarded to the Chief of Police. The list shall remain in effect for a period of one (1) year from publication date and may be extended up to one (1) additional year by the Chief of Police.

D. Removal

1. If an investigator voluntarily elects to return to the police officer status, he/she must return to the first available slot until the next opening occurs, wherein seniority shall prevail.
2. An investigator may be returned to the police officer rank for work performance issues. Such decision shall be reviewed in advance by all non-involved Bureau Chiefs. If the proposed removal of the investigator is not supported by the written work record, there shall be no removal. This decision is not subject to the grievance and arbitration procedure. If an investigator is returned to the police officer rank under this section, his/her return shall not disrupt the existing shift assignments and he/she shall go to the shift for which his seniority provides.

E. Seniority of Investigators

1. Seniority shall prevail unless otherwise provided herein.
2. Seniority shall prevail for the purposes of vacation selection.
3. For investigator positions, the City shall post in advance the job description and the anticipated duty hours. Duty hours may change thereafter according to workload or area of investigation, as determined by the Investigative Bureau.

There shall be no split duty hours.

- F. Step Placement: A Police Officer assigned to Investigator shall be placed in the step which reflects (but does not exceed) the years of service as a sworn Police Officer with the Department.

ARTICLE XXXIII FAMILY MEDICAL LEAVE

The City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

ARTICLE XXXIV – LEAVE OF ABSENCE

An employee may request an unpaid leave of absence of up to thirty (30) calendar days. Said request may be granted by the Chief with approval from the Deputy Director of Human Resources. The unpaid leave of absence shall not be utilized or authorized for schooling, a new job, or travel.

ARTICLE XXXV – MILITARY LEAVE

Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed 120 hours. Such time shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence, and shall be provided to the Chief of Police as soon as they are received. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt of their military pay stub. The City shall pay the difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employees regular City straight time rate of pay if the military pay is less than City pay.

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days from the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills*.

The City will comply with all state and Federal laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XXXVI – RANDOM DRUG AND ALCOHOL TESTING

All sworn officers shall be subject to random drug and alcohol testing. Testing shall be limited to

one (1) sworn officer per month, and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall test for only the substances and within the current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The random draw conducted by the laboratory will be provided to the Director of Human Resources or his/her designated representative for coordination and scheduling of said employee. Refusals or confirmed positive tests may invoke immediate dismissal from the Department. All results, including confirmed positives, shall be provided to the Human Resources or his/her designated representative. Any positive test results will require notification of the Chief by Human Resources.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

ARTICLE XXXVII – K-9 Program

1. Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Canine handlers will receive one half-hour of compensation for work time related to the caring of the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. The employee shall receive his or her regular rate of pay, as set forth in the applicable Collective Bargaining Agreement. The one half-hour of compensation shall be in addition to compensation for the regular assigned shifts and any overtime compensation associated with being held over for duty related matters. The one half-hour of compensation shall apply on off days and leave days, unless otherwise stated in this agreement. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid under Article XIV – Overtime of the Labor Agreement. The one half hour per day of compensation shall be paid on the last day of the month for all applicable days minus any days that the dog is kenneled at the City's expense.
2. The City of La Crosse shall be responsible for expenses related to its dog's care and maintenance including food, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.
3. The City of La Crosse shall determine the appropriate training related to the canine handler and dog.
4. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.

5. Employees selected to be canine handlers must make a 3 year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.
6. Canine handlers will be provided an appropriately equipped canine take home vehicle and must live within a fifteen (15) mile radius of the City of La Crosse.
7. The City reserves the right to determine the shift assignment of the canine handler.
8. An employee assigned as a canine handler will be required to carry a department issued cellular telephone or pager during off-duty hours, unless on a scheduled leave day or with prior approval of his or her supervisor.
9. If the employee or the dog are unable to perform in their respective capacities because of circumstances that remove them from work; e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The one half hour of compensation awarded for care and maintenance of the canine will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.
10. When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog for \$1.00. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. If, upon conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the decision of the Chief of Police to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the one-half hour of compensation for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease. Any assets owned by the City will be returned to the City.
11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one-half hour of compensation awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense
12. All compensation earned under this article shall be paid at the applicable overtime rate.

ARTICLE XXXVII - DURATION

These Agreements shall remain in full force and effect, commencing the first day of January 2024 and terminating on the 31st day of December, 2026 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration.

It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must meet the requirements and procedures required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this __14th__ day of __March_____, 2024.

LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORY
ASSOCIATION (LPPNSA)

CITY OF LA CROSSE

Andrew Rosenow
President – LPPNSA

Mitch Reynolds
Mayor

Jeremy Rindfleisch
1st Vice President -LPPNSA

Rebecca Franzen
Director of Human Resources

Trenton Bowe
2nd Vice President – LPPNSA

Doug Happel
Finance & Personnel Committee, Chair

Steven Hughes
Treasurer

Erin Goggin
Finance & Personnel Committee

Colt Lang
Secretary

Barb Janssen
Finance & Personnel Committee

Ryan DeFlorian
Ex-Officio

Mark Neumann
Finance & Personnel Committee

Rebecca Schwarz
Finance & Personnel Committee

Larry Sleznikow
Finance & Personnel Committee

Wage Schedule “A” – Effective January 5, 2024

SCHEDULE A

JANUARY 5, 2024 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION

PATROL OFFICER - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H	I
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	1.5	3	7	10	15	20	25
HOURLY RATE	30.74	31.39	32.06	36.94	38.05	39.16	40.26	41.37	42.48

JANUARY 5, 2024 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION

POLICE INVESTIGATOR - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F
YEARS	0	7	10	15	20	27
HOURLY RATE	40.35	41.56	42.77	43.98	45.19	46.40

Wage Schedule “B” – Effective January 3, 2025

SCHEDULE B

JANUARY 3, 2025 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
PATROL OFFICER - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H	I
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	1.5	3	7	10	15	20	25
HOURLY RATE	31.97	32.65	33.34	38.42	39.57	40.73	41.88	43.03	44.18

JANUARY 3, 2025 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION
POLICE INVESTIGATOR - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F
YEARS	0	7	10	15	20	27
HOURLY RATE	41.96	43.22	44.48	45.74	47.00	48.25

Wage Schedule “C” – Effective January 2, 2026

SCHEDULE C

JANUARY 2, 2026 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION

PATROL OFFICER - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F	G	H	I
CLASS	4TH	3RD	2ND	1ST	1ST	1ST	1ST	1ST	1ST
YEARS	0	1	1.5	3	7	10	15	20	25
HOURLY RATE	33.25	33.96	34.67	39.96	41.16	42.36	43.56	44.76	45.95

JANUARY 2, 2026 BASE RATES

LA CROSSE PROFESSIONAL POLICE NON-SUPERVISORS ASSOCIATION

POLICE INVESTIGATOR - 80 HOURS BI-WEEKLY

STEP	A	B	C	D	E	F
YEARS	0	7	10	15	20	27
HOURLY RATE	43.64	44.95	46.26	47.57	48.88	50.19

MEMORANDUM OF UNDERSTANDING #1

Extra Work Assignments

WHEREAS, certain police officers represented by the La Crosse Professional Police Officers Association participate in voluntary work assignments to provide security services for the Civic Center, schools and other requests for security which shall be mutually agreed upon between the Chief of Police and the Association President or his designee,

WHEREAS, such community activity managers must request and seek approval for such services from the Chief of La Crosse Police Department prior to any voluntary assignments.

WHEREAS, such approved requests shall be posted, including the name of the event, the date, time and place and the number of hours to be worked.

NOW, THEREFORE BE IT RESOLVED, that such officers providing security services shall be paid at time and one-half (1 1/2) the regular hourly rate for the affected officer, and further, that such officers shall be paid from the City's regular payroll account and as such receive fringe benefits usually associated with such payment. The regular hourly rate shall be defined as the rate that the officer is currently receiving for his or her work at the City at the time of such extra work assignment.

BE IT FURTHER RESOLVED, that overtime provisions in the work agreement between the Association and the City be hereby waived for the above voluntary work assignments.

MEMORANDUM OF UNDERSTANDING #2

Drug Testing

The parties agree to the drug testing program described below unless preempted by federal or state legislation.

1. PURPOSE

The Department's concerns are such that it is of paramount public interest to protect the public and to provide a safe working environment by ensuring that its personnel are fit for duty. The intent of this order is not only to identify an employee with a problem, but to correct the problem constructively.

The Department views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exceptions to this are covered herein.

2. ENTRY LEVEL SCREENING

- A. All candidates for employment shall be required to submit to a screening of their blood and/or urine as a part of the pre-employment screening process. Refusing to submit or have a confirmed positive test for illegal prohibited drugs/controlled substances may be grounds for immediate disqualification.
- B. Subsequent screening(s) shall be required of all new employees prior to the completion of their probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the Department.

3. DRUG ENFORCEMENT ASSIGNMENT

Sworn personnel primarily assigned to drug enforcement duties shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment.

4. REASONABLE INDIVIDUALIZED SUSPICION - SCREENING

- A. Whenever possible, two observing supervisors shall consider an employee's behavior on duty that may be indicative of drug/alcohol use in making a determination whether reasonable individualized suspicion exists.
 - 1. Third party observations/claims shall not warrant immediate screening of an employee.
 - 2. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.

3. Definition - Reasonable Individualized Suspicion: A basis upon which employees will be required to undergo a chemical screening. It shall be based on objective facts that the employee is using or is under the influence of a chemical in the work place based upon the observations and/or investigation of supervisors.
- B. ONLY the personal observations and/or investigation by a supervisor shall warrant testing. When more than one supervisor is on duty, a minimum of two supervisors will make such observations and must concur with testing prior to any screening. When only one supervisor is on duty, he/she will call his/her Bureau Director or Deputy Chief to get such concurrence.
- C. All observations and the investigations will be documented on the Screening Supervisory Report.
 1. Immediately prior to any testing based upon reasonable individualized suspicion, the supervisor will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 2. The employee will sign and date the advisory, as will the supervisor. The employee shall receive a copy of the advisory. The testing process will occur regardless of whether or not the employee signs.
- D. NOTE: Unusual behavior may be caused by a number of reasons unrelated to chemical influence.

5. PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION

- A. An employee using a drug/medication that he/she feels may affect his/her performance shall inform his/her supervisor prior to coming on duty of such drugs/medication and possible side effects.
- B. This information will be held confidential by the immediate supervisors and the employee.
- C. It is the responsibility of the employee to advise the supervisor requesting a chemical screening that he/she is or has taken within the past 72 hours prescription or non-prescription drugs or medications, if this is true.
 1. The employee shall specify the type of medication, amount taken, and time frame that such drugs were taken.
 2. This information shall be provided prior to any test or screening process.
 3. Written verification of lawful possession/use as recommended by a doctor or the manufacturer will be supplied to the supervisor within 48 hours after testing. The Department requires employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law.
 4. Any employee using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to

disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.

- D. The involved employee may be withheld from the work place until such time as he/she presents the Department with written documentation that he/she was in legal possession of the medication/drug and within stated dosage. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals under "V".

6. BLOOD AND URINE SPECIMENS

- A. All specimens will be collected in a medically approved manner by a trained person under medically approved conditions.
 - 1. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 - 2. Only sterile vials provided by the medical facility for tests shall be used for specimens.
- B. Specimen Amount Required. A minimum of 60 milliliters of urine and/or a minimum of 20 milliliters of blood is required for chemical screenings. This will afford sufficient amounts for Department testing and that of an employee, should he/she desire a re-test.
- C. All blood or urine specimens will be sent to the testing laboratory. To insure confidentiality, labeling of specimens will include only the employee's code number.
- D. Approved Testing Facility.
 - 1. The facility used by the Department will:
 - a. Be required to perform all required testing.
 - b. Provide a secure area to accommodate specimens.
 - 2. The Department will have the right to inspect the facility to ascertain compliance with its requirement. This right also applies to the Association.
- E. All initial and confirmation tests shall be at Department expense. Initial and confirmation tests will be done by approved medical standardized tests.
- F. A member having a confirmed positive screening may request to have an additional test conducted at his/her expense and at a laboratory of his/her choice.
 - 1. A written request to the Chief must be made within three business days after the employee was advised of the test results.
 - 2. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - 3. Written retest results will be provided to the Chief by the employee within ten days after the specimen was delivered to the employee's selected laboratory.

7. BREATH ANALYSIS
 - A. The supervisor(s) may utilize either or both the preliminary breath test and the intoxilyzer as appropriate in his/her investigation with results documented in his/her investigation.
 - B. All testing will be in compliance with accepted procedures. Such tests will not be the sole determinant for warranting further tests.
8. SCREENING RESULTS
 - A. All correspondence from any laboratory addressed to the Chief will immediately be forwarded to that office.
 - B. All results will be CONFIDENTIAL, with dissemination limited to those having the expressed consent of the Chief and as required in counseling or treatment.
 - C. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for six months unless notified by the Chief authorizing otherwise. Employees who have a separate test shall also be required to retain that result for six months.
9. EMPLOYEE ASSISTANCE PROGRAM (EAP)
 - A. Voluntary Participation in EAP.
 1. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:
 - a. Voluntary participation is only a one-time offer.
 - b. The employee may not volunteer after such participation has been mandated by the Department.
 2. The progression of participation in EAP under this order may be:
 - a. Voluntary by the employee.
 - b. Mandatory by the Department.
 - c. Final disciplinary action.
 - B. The Department, upon confirmation of a positive chemical test of an employee, may suspend him/her and will attempt to assist the employee by referring him/her to the EAP for further assessment or referral to appropriate counseling or treatment.
 - C. If the employee fails to utilize the assistance to overcome his/her problems and/or fails to make reasonable progress as determined by treatment personnel, continues to perform in a sub-standard manner, or continues being under the influence of chemicals in the work place, then he/she will be considered a safety hazard. This shall result in corrective action which may include termination.
 - D. Assistance rendered under the program is confidential other than the employee signing a consent to release progress reports to the Chief.

10. DEPARTMENT ACTIONS

- A. Corrective action may be taken against an employee found to be under the influence or in unauthorized possession of chemicals in the work place.

The extent of discipline is dependent upon the following factors:

1. Type of violation.
 2. Severity.
 3. Prior like violations.
 4. Prior service record.
 5. Defiance, carelessness.
- B. Severity of violation may invoke dismissal at any point, regardless of the number of prior violations of a like nature.
- C. On any action, EAP counseling and follow-up may be applied.
- D. If an employee refuses to submit to chemical screening, the supervisor will notify the Chief or Deputy Chief immediately. If warranted, the supervisor may relieve the employee from duty. This will be with pay, pending review by the Chief of the investigation and of the refusal to submit to screening.

11. SUPERVISORY TRAINING

Each supervisor from Sergeant through Captain will be required to participate in chemical abuse identification training. The training will be conducted by qualified people in the following areas:

- A. Medical. Understanding chemical abuse/use; Symptoms of chemical abuse/use; Articulation of symptoms and facts; Documentation; Testing procedure-an overview; Employee Assistance Program.
- B. Legal. Constitutional Overview; Civil Liability; Corruption Potential.

MEMORANDUM OF UNDERSTANDING #3

Voluntary Dental Plan

The City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

MEMORANDUM OF UNDERSTANDING
RECRUIT OFFICER

January 19, 2017

Andy Rosenow, President
La Crosse Professional Police Non-Supervisory Association

Dear Andy:

This is to confirm the understanding reached by the parties for hiring, wages and benefits for an Officer that has not attended a Police Recruit Academy. The parties agreed to the following:

Newly hired police officers who are required to attend the police recruit academy to become certified will receive 75% of the base wage (step A), while in attendance at the academy. Upon the first day following graduation, the "recruit officer" will move to the status of "certified" Police officer and will move to the starting step of the pay schedule at 100% (step A).

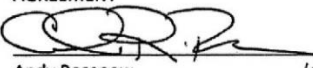
If a newly hired non-certified officer is assigned to field training *prior* to the start of the recruit academy the Officer will receive pay at step A until they are assigned to the recruit academy. Once the Officer is assigned /begins the recruit academy they will receive 75% of the base wage (step A) until the first day following graduation. The intent of this section is for basic recruit academy training only and for the dates while the new officer is assigned to academy.

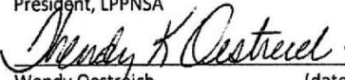
The Department will pay for academy costs (tuition and books) and provide daily transportation (from La Crosse Police Department to the academy location). Any overtime and holiday hours worked as an Officer while attending the academy are subject to Sections XIV and XVI of this agreement at 75% of the base wage (step A). Study time to successfully complete the academy is not subject to overtime. The recruit officer shall be paid 40 hours per week while attending the recruit academy. The recruit officer may not be subject to random drug testing during the academy.

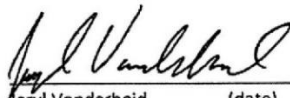
During the Academy, the police recruit officer is in probationary status, and serves at the pleasure of the Chief of Police and may be terminated. The Chief of Police or his/her designee shall receive reports from the Academy Director regarding attendance and performance. The Recruit Officer shall adhere to the City's attendance policy as well as the academy attendance policy. The Recruit Officer may not carry a concealed weapon until such time the Recruit Officer successfully completes the academy and qualifies with the department issued firearm. This does not preclude the officer from carrying a concealed weapon if they have a valid Wisconsin CCW permit. If the police recruit fails the academy they may be terminated.

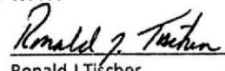
Additionally, for WRS purposes/benefits, the recruit officer shall be considered "protective class" status. The police recruit shall be sworn in by the City of La Crosse Clerk prior to the start of the recruit academy per Wisconsin Training and Standards Rule and Regulations. Attendance at the Police Academy shall result in the Officer's probationary period being extended equal to the time spent in the academy.

AGREEMENT

 03/23/17
Andy Rosenow (date)
President, LPPNSA

 3-27-17
Wendy Oestreich (date)
Director of Human Resources
City of La Crosse

 3-17-2017
Jeryl Vonderheid (date)
WPPA

 03/24/2017
Ronald J Tischer (date)
Chief of Police
City of La Crosse

CITY OF LA CROSSE

ATTENDANCE POLICY

LPPNSA

Effective January 1, 2016;
Revised February 28, 2017

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for sworn non-supervisory Police employees.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Three levels of attendance standards have been established ranging from adequate to unacceptable. Each employee shall meet or exceed the “adequate” standards. If an employee’s yearly attendance, (i.e. January 1 – December 31) falls below this expected level, they will be counseled and warned, and the employee would not be eligible for personal business days in the following year. If the problem persists, the employee will be subject to disciplinary action.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons other than: approved leave of absence, vacation; personal business; family care; bereavement; flex time; military leave; Family Medical Leave; jury or witness duty; injury suffered on the job; disciplinary action; or a physician excused illness or medical appointment of the employee.¹ An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two consecutive days (ten hours per day) with the flu that would count as one occurrence and twenty hours absence.

Any sickness or injury of more than three (3) consecutive work days duration must be verified by a physician’s certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. Effective January 1, 2017, an employee whose attendance rating fell below adequate the previous year will be required to provide a physician’s certificate for absences of more than 2 consecutive work days.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of two (2) or less workdays. Any and all medical substantiation, including physician certificate, required under this policy may bypass the employee’s immediate supervisor and be directed to the City’s Human Resource Department, if the employee so desires.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her Supervisor or their designee prior to the scheduled start of the shift. Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.

- Inform management of the general nature of the illness and expected date of return.
- Inform management if leave is for Family Care. Employees are allowed up to 3 Family Care days (deducted from accrued sick leave bank), and are designated for injury/illness of the employee's minor dependents.
- Keep management informed of changes effecting return to work date.
- Present acceptable medical substantiation upon return to work following more than three (3) consecutive scheduled work days off due to illness or injury. The medical substantiation must be presented to a Supervisor or Human Resources upon returning to work. Effective January 1, 2017, an employee will be required to provide a physician's certificate for absences of more than 2 consecutive work days if their attendance rating fell below adequate the previous year.
- All acceptable medical substantiation for approved absences must be turned into Human Resources within 30 calendar days of the appointment. Late submissions will not be accepted.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e. an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e. 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to safely, effectively or thoroughly perform their job description's essential duties.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled work day would have ended at 4:30 p.m., so the employee would only be able to use sick leave from 4:00 p.m. – 4:30 p.m.).
- Every effort should be made to schedule appointments during non-work time.

ATTENDANCE STANDARDS

ATTENDANCE CRITERIA

"Adequate"

- Less than 64 total hours of absence
- 4 occurrences

"Poor"

- 64 to 87 total hours of absence
- 5 to 7 occurrences

"Unacceptable"

- 88 hours or more total hours of absence
- 8 or more occurrences
- A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For example, if an employee has 2 occurrences each lasting 24 hours (for a total absence of 48 hours) the appropriate standard would be "Adequate".

FALSE SICK REPORTS

Employees who feign illness or injury in order to use sick leave, or to avoid working assigned work, are subject to disciplinary action, up to and including discharge.

REPORTING LATE FOR WORK:

Employees failing to report for work at their scheduled start time will be considered late.

Employees shall make every effort to notify their Supervisor or their designee if they are going to be late with their expected time of arrival to work.

The number of late occurrences will be recorded on a yearly (12) twelve month cycle i.e. January - December.

LATE STANDARDS

“Excellent”

“Adequate”

“Unacceptable”

LATE CRITERIA

- 2 or less late occurrences

- 3 or 4 late occurrences

- 5 or more late occurrences

VIOLATIONS OF THE ATTENDANCE POLICY:

Employees violating this policy including failing to meet the adequate standards, shall be subject to discipline measures.

¹ City of La Crosse Family and Medical Leave Policy as defined by Wisconsin and Federal Family and Medical Leave Acts, Definition of Physician/Health Care Provider, 2001: **Health care provider.** Acupuncturist, audiologist, Christian Science practitioner, chiropractor, D. O., D. D. S., D. P.M., health care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, O. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.

La Crosse Professional Police Non-Supervisory Association (LPPNSA)
Summary of Changes to Collective Bargaining Agreement

All changes are effective January 1, 2024, unless noted otherwise:

Term: 3-year agreement – 01/01/2024 – 12/31/2026

ARTICLE IV – MEDICAL BENEFIT PLAN

Change article to reflect new dates of contract. There are no changes to the employee's monthly contribution rates.

ARTICLE VII – SICK LEAVE

Section F – Personal Business

Changes language to the following:

Employees may use up to four (4) days (at the conversion rate below) for accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift = 33.6 hours

Conversion of Personal Business Time: Four (4) days x 10-hour shift = 40 hours

Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours

Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

The conversion rate will be based on whichever schedule the employee is assigned as of January 1 of each calendar year.

Removed the following language as it no longer applies:

~~The employee may use up to thirty-two (32) hours of accumulated credits for personal business days, subject to same provisions above.~~

Section G

Updated language surrounding Family Care Days to align with other City policies.

Employees may use up to twenty-four (24) hours of accumulated sick leave credit to care for the employee's parent, legal spouse or child (biological, adopted, foster, or stepchild) their minor dependents due to illness, injury, medical/dental appointment or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as parents/stepparents or the employee and/or their legal spouse.

ARTICLE IX – WAGE AND SALARY SCHEDULE

Wages and Salary	2024	4% increase effective January 5, 2024
	2025	4% increase effective January 3, 2025
	2026	4% increase effective January 2, 2026

Patrol Officers – eligibility for Step E changed from ten (10) years to seven (7) years.

Police Investigators - eligibility Step B changed from ten (10) years to seven (7) years.

This resulted in a shift to the longevity steps in the subsequent steps.

Section E. Pay Step Advancement

Updated language to include the pay step advancement at seven (7) years.

ARTICLE XIII – CLOTHING ALLOWANCE

Updated the following language:

Benefit: The clothing allowance shall be paid based on the amounts listed below for the contract period.

2024: six hundred fifty dollars (\$650.00) per year payable in two (2) equal installments of three hundred twenty-five (\$325.00).

2025: seven hundred twenty-five dollars (\$725.00) per year payable in two (2) equal installments of three hundred sixty-two dollars and fifty cents (\$362.50)

2026: eight hundred dollars (\$800.00) per year payable in two (2) equal installments of four hundred dollars (\$400.00).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

ARTICLE XIV– OVERTIME

Section D (1) Updated the following language:

Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate and bank up to one hundred twenty (120) hours of compensatory time at any one time during each year.

Section D (2) Updated the following language:

Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of eighty (80) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) hours of compensatory time may be carried over from one calendar year to the next.

ARTICLE XVIII – SHIFT ASSIGNMENTS

Section M (3) Updated the following language:

Officers shall have all unused “unscheduled hours” used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.

Moved MOU # 4 K-9 Program to ARTICLE XXVII – K-9 Program.

Updated Duration article to ARTICLE XXVIII – DURATION.

Changed to reflect new dates of agreement.

Updated Wage Schedules A, B and C.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0283

Agenda Date: 3/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 14th day of March, 2024.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the Common Council would consider the adoption of a resolution directing the advertisement and sale of not to exceed \$6,765,000 aggregate principal amount of Sewer System Revenue Bonds.

Thereupon the following resolution was introduced by Mayor Mitch Reynolds:

RESOLUTION NO. 24-0283

RESOLUTION directing the advertisement and sale of not to exceed \$6,765,000 aggregate principal amount of Sewer System Revenue Bonds, of the City of La Crosse, La Crosse County, Wisconsin.

WHEREAS, cities are authorized by Section 66.0621 of the *Wisconsin Statutes*, as supplemented and amended, to borrow money and to issue revenue bonds to finance any project undertaken for a public utility; and

WHEREAS, it is necessary that funds be raised by the City for the purpose of acquiring, constructing and improving the sanitary sewer system of the City (the “*Sewer Purposes*”); and

WHEREAS, it is considered necessary and desirable by the Council that the City borrow money and issue its Sewer System Revenue Bonds in an aggregate principal amount of not less than \$6,765,000 (“*Sewer Revenue Bonds*”) for the Sewer Purposes:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin, as follows:

Section 1. For the purpose of offering the Sewer Revenue Bonds for sale, the Director of Finance of the City is hereby authorized to cause to be prepared and distributed Official Statements, including Official Terms of Offering, with respect to the Sewer Revenue Bonds. The Director of Finance of the City may assign series designations to the Sewer Revenue Bonds as necessary to properly describe the Sewer Revenue Bonds. The Sewer Revenue Bonds may be issued in one or more series. Any series of the Sewer Revenue Bonds may be issued such that the interest thereon is included in gross income of the owners thereof for federal income tax purposes, or that the interest thereon is excluded from gross income of the owners thereof for federal income tax purposes. The Sewer Revenue Bonds may be issued in an amount in excess of the approximate amounts set forth in this resolution due to the effects of increasing interest rates or yields, provided however, that the aggregate maximum principal amount shall not exceed \$6,765,000 for the Sewer Revenue Bonds.

Section 2. After bids shall have been received for the Sewer Revenue Bonds or any series of them, this Council will adopt additional proceedings to award the same to the best bidder or bidders, prescribe the terms thereof and the forms of Sewer Revenue Bonds.

Section 3. The Mayor, the City Clerk, the Director of Finance, the Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates and to take all such actions as may be necessary in connection with the authorization, issuance, sale and delivery of the Sewer Revenue Bonds, and the performance of the obligations of the City hereunder and to carry out and comply with the terms of this Resolution. Documents shall be in substantially the same form as indicated in this Resolution, or in any other resolution adopted by the Council further providing for the issuance of the Sewer Revenue Bonds or any of them, any changes in the final execution copies of such documents to be deemed approved by the respective signatures of the City officers named above.

Adopted March 14, 2024.

Approved March 14, 2024.

Recorded March 14, 2024.

Mayor

Attest:

City Clerk

Council Member _____ moved and Council Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City of La Crosse, La Crosse County, Wisconsin, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

City Clerk

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

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “*City*”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “*Common Council*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 14th day of March, 2024 (the “*Meeting*”), insofar as same relates to the adoption of a resolution entitled:

RESOLUTION directing the advertisement and sale of not to exceed
\$6,765,000 aggregate principal amount of Sewer System Revenue
Bonds, of the City of La Crosse, La Crosse County, Wisconsin.

a true, correct and complete copy of which said resolution as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of said bonds has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that the resolution was adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 14th day of March,
2024.

[SEAL]

City Clerk



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LEGISLATION STAFF REPORT FOR COUNCIL

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Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0001

Agenda Date: 3/7/2024

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Status Update