



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final-revised

### Finance & Personnel Committee

---

Thursday, May 2, 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](mailto:cityclerk@cityoflacrosse.org).

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

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

### Call To Order

### Roll Call

### Agenda Items:

#### NEW BUSINESS

[24-0469](#)

Resolution approving lease with The Hunger Task Force of La Crosse.

Sponsors: Janssen

[24-0472](#)

Resolution authorizing renewal for the Wisconsin Urban Search and Rescue Emergency Response Services 2024-2026 agreement.

Sponsors: Happel

- [24-0484](#) Resolution approving a reorganization of the table of positions and classifications for the Street department.  
**Sponsors:** Happel
- [24-0490](#) Preliminary resolution declaring intent to exercise special assessment powers under Secs. 66.0829 and 66.0703, Wisconsin Statutes, relating to the operating and maintenance of a downtown parking system.  
**Sponsors:** Happel
- [24-0500](#) Resolution approving a reorganization to the table of positions and classifications for the Water and Wastewater department  
**Sponsors:** Happel
- [24-0518](#) Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.  
**Sponsors:** Goggin
- [24-0556](#) Resolution authorizing the purchase of five clean diesel buses for the Municipal Transit Utility.  
**Sponsors:** Reynolds
- [24-0467](#) Resolution regarding former Naval Reserve Training Center.  
**Sponsors:** Schwarz  
*Short-circuited by Mayor Reynolds on 4/22/2024.*
- [24-0456](#) Resolution to cancel a previously approved street and utilities CIP project (2023 #470) and reallocate funds to existing underfunded utilities and street projects (2024 #183, 209, 860, 867, 868, and 878).  
**Sponsors:** Dickinson and Schwarz  
*Short-circuited by Mayor Reynolds on 4/23/2024.*
- [24-0564](#) Resolution allocating unused TID 11 funds to CIP project 2022 #736 (Cass Street Beautification).  
**Sponsors:** Kahlow  
*Short-circuited by Mayor Reynolds on 4/23/2024.*
- [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](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

**Finance & Personnel Members:**

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



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0469

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**



Resolution approving lease with The Hunger Task Force of La Crosse.

RESOLUTION

WHEREAS, the Hunger Task Force of La Crosse had entered into a lease with the City of La Crosse for property located on the northside of La Crosse and said lease expires on June 30, 2024.

WHEREAS, the Hunger Task Force of La Crosse is interested in entering into a new lease for the time period of July 1, 2024 through June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Lease Agreement between the City of La Crosse and Hunger Task Force of La Crosse.

BE IT FURTHER RESOLVED that the lease payments will be deposited in the General Fund.

BE IT FURTHER RESOLVED that the Storm Water Utility Fees created by the proposed use of these parcels are to be paid by the General Fund.

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

## LEASE AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the City of La Crosse, a municipal corporation, and The Hunger Task Force of La Crosse.

Now, in consideration of the promises and covenants contained herein, the City of La Crosse, hereinafter referred to as Lessor, agrees to lease the premises situated in the City of La Crosse, County of La Crosse and State of Wisconsin, known as and described in the attached Legal Description.

This lease is made to the Hunger Task Force of La Crosse, hereinafter referred to as Lessee, in return for the benefit to Lessor of having a community garden planted there and for other consideration. Lessor and Lessee make the following covenants and agreements:

1. Lessor agrees to lease to Lessee for a period of five years from July 1, 2024 to June 30, 2029, except that this lease may be terminated with a ninety (90) days' notice from lessor.
2. Lessee shall pay to Lessor as rent for said leased premises for said term the sum of Four Hundred Dollars (\$400) to be paid annually by July 1.
3. No improvements shall be added to the rental space, nor alterations made on rental space without prior written consent from the Lessor, except for those improvements and alterations necessary to plant a community garden.
4. Lessee shall at lessee's sole expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, mowed and shoveled, including signage, and Lessee shall yield the leased premises back to the Lessor upon the termination or revocation of this lease, in the same condition in which Lessee received same, ordinary wear and tear excepted.
5. Lessee agrees that any sign placed on leased premises must be approved in writing by Lessor as to its size and content.
6. Lessee agrees that it will, at all times, hold property and the Lessor, the Lessor's agents and employees harmless for any and all loss, liability, claims, suits, costs, expenses and damages, both real and alleged resulting from or caused in part or whole by the Lessees use of this premises. Lessee shall provide Lessor with proof of liability insurance for a minimum of \$500,000.
7. The premises shall be used by Lessee for the purpose of a community garden to promote the community through growing and activities for the education and welfare of the public. Short-term rental for any purpose which is related to Lessee's business shall be allowed with approval granted by the City of La Crosse Board of Public Works.
8. Lessee agrees not to assign this lease and not to sublet the leased premises.

9. Lessor may revoke this lease for Lessee's noncompliance with the provisions contained herein, for cessation of use or for abandonment of premises. Lessor shall be the sole judge of compliance.
10. Upon termination of this lease by its expiration or otherwise, lessee shall immediately yield possession of leased premises to Lessor and lessee shall remove any improvements plants, fencing, buildings, structures or equipment at lessee's sole expense.
11. Lessor shall work with Lessee to clean up the site post-harvest.
12. This agreement may be renewed by mutual consent and on such terms as are acceptable to the Lessee and the Common Council of the City of La Crosse.

Executed at La Crosse, Wisconsin, on this day above first written.

\_\_\_\_\_  
Mitch Reynolds, Mayor

\_\_\_\_\_  
Nikki Elsen, City Clerk

The Hunger Task Force of La Crosse by

\_\_\_\_\_ (title)

\_\_\_\_\_ (title)

Lease Description  
For  
The Hunger Task Force  
At  
Kane Street Gardens

Two parcels of land including:

**825 Kane St**

CERTIFIED SURVEY MAP NO. 116 VOL 17 LOT 1 DOC NO. 1712685

**900 Kane St**

Certified Survey Map No. 139 Vol 17 Lots 1 & 2 Doc No. 1719592 & Jane Cole's Addition Block 16 & E1/2 Vac Kane St Lyg Wly & Adj to In Doc No. 1714331 EX Prt For RR R/W & THAT PRT OF FOLL DESC LYG WITHIN BLOCK 15 OF JANE COLE'S ADDITION & WITHIN BLOCK 12 OF MCCONNELL & WHITTLESEY'S ADDITION BEG AT SE COR OF BLOCK 12 MCCONNELL & WHITTLESEY N89D27M47SW 133.92FT TO SELY R/W LN OF CMSTP&PRR N48D42M13SE 180.51FT ALG SELY R/W LN TO W LN OF KANE ST S0D49M37SW 120.39FT TO POB & W1/2 VAC KANE ST LYG ELY & ADJ TO IN DOC NO. 1714331 SUBJ TO SLOPE ESMT IN V339 P308



# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

**Agenda Item 24-0469** (Andrea Trane)

Resolution approving lease with The Hunger Task Force of La Crosse.

**General Location**

Tax parcels 17-10062-70 (900 Kane St) and 17-10069-32 (825 Kane St), Council District 3, Lower Northside and Depot Neighborhood Association.

**Background Information**

The Hunger Task Force is requesting to renew their lease for the Kane Street Community Garden.

As requested by The Hunger Task Force, this proposed lease is for five years. The previous lease was for three years. The current lease expires on June 30, 2024, and the new lease would expire June 30, 2029.

The lease rate has increased from \$130 annually for 3 years to \$400 annually. This increase was made to cover an anticipated increase in stormwater utility fees.

**Recommendation of Other Boards and Commissions**

None

**Consistency with Adopted Comprehensive Plan**

This site is part of N-9, the Lower Northside and Depot neighborhood. Existing uses are "Allowable."

**Staff Recommendation**

Staff recommends approval.

**Routing F&P 5.2.2024**





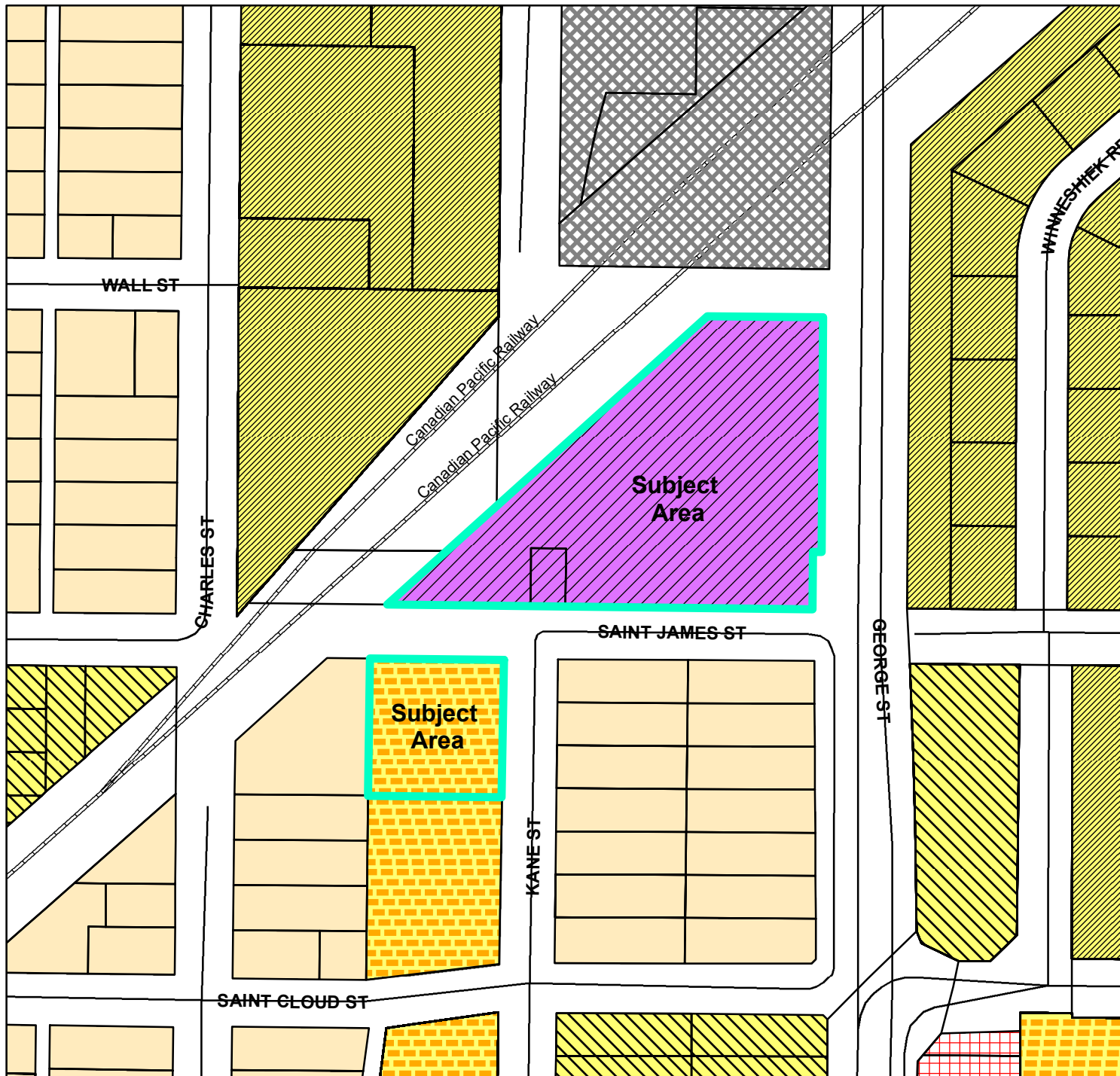
## BASIC ZONING DISTRICTS

	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



0 80 160 320 Feet





## 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

0 80 160 320 Feet





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0472

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution authorizing renewal for the Wisconsin Urban Search and Rescue Emergency Response Services 2024-2026 agreement.

#### RESOLUTION

WHEREAS, the City of La Crosse (City) and the State of Wisconsin Department of Military Affairs (DMA), Division of Emergency Management (WEM) have a long-standing agreement to support a statewide Urban Search and Rescue (USAR) team; and

WHEREAS, this agreement is signed by multiple municipalities that make up the Wisconsin Task Force 1 USAR team; and

WHEREAS, the City depends on this statewide USAR response system and the system's support of the City's local USAR response needs; and

WHEREAS, the Fire Chief has participated with the USAR Team Directors and the Wisconsin State Fire Chiefs Association to negotiate contract updates with DMA and WEM to better support the response system and the participating local jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor, City Clerk, City Attorney, and Fire Chief are authorized to sign the "Contract for Wisconsin Hazardous Materials Response System Services" for the period of July 1, 2024 through June 30, 2026.

BE IT FURTHER RESOLVED that City Staff and the Fire Department are hereby authorized to perform all duties to effectuate this resolution.



**AGREEMENT FOR URBAN  
SEARCH AND RESCUE EMERGENCY  
RESPONSE SERVICES**

**July 1, 2024, through June 30, 2026**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF LA CROSSE**

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of La Crosse, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

## **RECITALS**

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

## **TERMS AND CONDITIONS**

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
  - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
  - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
  - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
  - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
  - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

### **3.0 Participating Agency Obligations:**

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

3.1.1 After individuals selected for training have successfully completed the training,

Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.

- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
  - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
  - 3.2.2 Are employees in good standing.
  - 3.2.3 Are not probationary employees.
  - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
  - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
  - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.
- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not

prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.

- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

#### **4.0 Required Training and Exercises:**

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

#### **5.0 Response Procedures and Limitations:**

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.
- 5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used

for any Emergency for which WI-TF1 members are trained and qualified.

- 5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

#### **6.0 Right of Refusal:**

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

#### **7.0 Standard Operating Procedures:**

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

#### **8.0 Reimbursement of Costs**

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

#### **9.0 Reimbursement for Response Costs:**

- 9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

- 9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing



Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

#### **10.0 Payment for Training and Exercise Costs:**

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

#### **11.0 Reimbursement of Increased Duty Disability Costs:**

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

## **12.0 Employer-Employee Relationship and Obligations Maintained:**

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

## **13.0 Worker's Compensation:**

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

## **14.0 Dual Payment:**

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

## **15.0 Reasonable Efforts:**

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

## **16.0 Liability and Indemnity**

### **16.1 Scope:**

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this

Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

## **17.0 Insurance Obligations:**

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

## **19.0 Miscellaneous**

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the

Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
  - 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
  - 19.7.2 Termination:
    - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.
    - 19.7.2.2 The Division may also terminate this Agreement at will effective

upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.

19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.

19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator  
Division of Emergency Management  
DMA Wisconsin  
PO Box 7865  
Madison, WI 53707-7865  
Telephone #: (608) 242-3232  
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel  
Wisconsin Department of Military Affairs  
2400 Wright Street  
Madison, WI 53704

19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.

19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.

19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same

covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

---

**Greg Engle, Acting Division Administrator**

**ON BEHALF OF THE CITY OF LA CROSSE**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

---

**Mitch Reynolds, Mayor**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

---

**Nikki Elsen, City Clerk**

**APPROVED AS TO FORM**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

---

**Stephen Matty, City Attorney**

**ON BEHALF OF THE CITY OF LA CROSSE FIRE DEPARTMENT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

---

**Jeff Schott, Fire Chief**



## EXHIBIT A

### EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

#### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

**WORK CENTER CRITERIA:** A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**PUBLIC RECORDS.** Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0484

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving a reorganization to the table of positions and classifications for the Streets department.

## RESOLUTION

WHEREAS, City Department Heads may request reorganization of their departmental staffing and position reclassifications for their personnel; and

WHEREAS, the City of La Crosse Street department has determined a need for an additional position to continue to meet the needs of the community.

NOW, THEREFORE BE IT RESOLVED that the addition in position classification, job title and compensation listed below is hereby approved as follows:

- ADD the position of a non-exempt, Electrician, Grade 10, hourly wage range of \$30.94 (Step 1) to \$40.58 (Step 11).
- REMOVE the vacant position of a non-exempt, Equipment Operator I, Grade 6, hourly wage range of \$24.29 (Step 1) to \$31.87 (Step 11).

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective May 10, 2024, and the Director of Human Resources, Director of Engineering and Public Works, and Street Superintendent are hereby authorized and directed to take all necessary steps to implement this resolution.



# ***CITY OF LA CROSSE***

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0490

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

PRELIMINARY RESOLUTION DECLARING  
INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER  
SECS. 66.0829 AND 66.0703, WISCONSIN STATUTES,  
RELATING TO THE OPERATION AND MAINTENANCE  
OF A DOWNTOWN PARKING SYSTEM.

BE IT RESOLVED by the Common Council of the City of La Crosse:

1. That the City Council hereby declares its intention to exercise its power under Section 66.0829(2) and Section 66.0703 Wisconsin Statutes, to levy special assessments for the cost of operating and maintaining the parking system in downtown La Crosse upon property within the following described area for benefits conferred upon such property, to-wit:

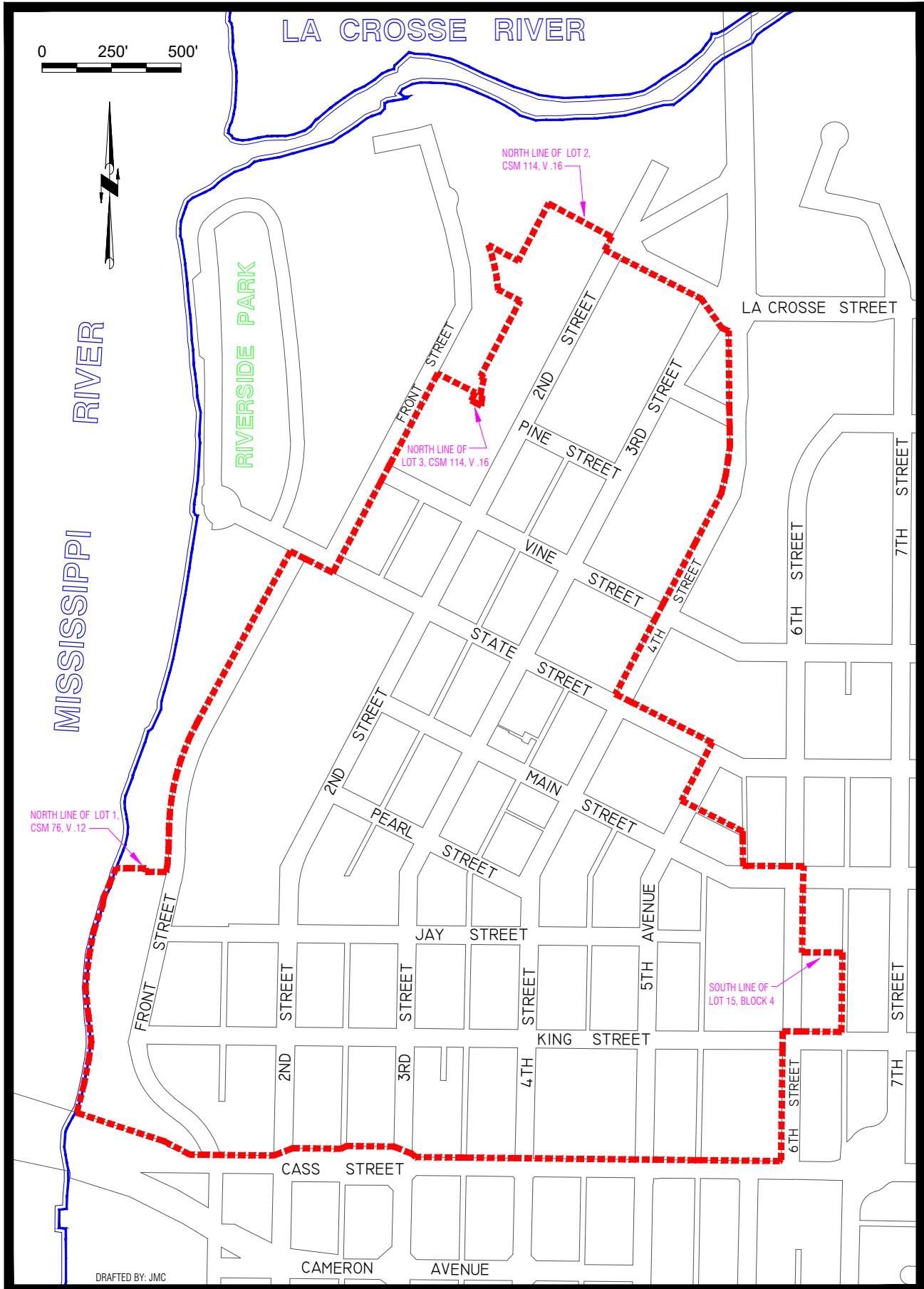
**(LEGAL DESCRIPTION AND MAP ATTACHED)**

2. That said costs may include operating, maintenance and replacement costs, and interest on any unpaid capital cost, with a credit for revenues from the parking system and parking tickets.
3. That for purposes of this special assessment, the parking system in downtown La Crosse shall include all publicly operated off-street parking spaces and on-street parking spaces within the boundaries of the above-described area.
4. That the total amount assessed against such district shall not exceed the total costs of operating and maintaining the downtown La Crosse parking system, and the amount assessed against any parcel shall not be greater than the benefits accrued thereto from said parking system.
5. That the assessment against any parcel shall be paid in the same manner as payment of real property taxes.
6. That the Board of Public Works shall prepare a report which shall consist of:
  - A. An estimate of the entire cost of operating and maintaining the downtown parking system for the period from September 1, 2024, through August 31, 2025, including a credit for revenues from the parking system.
  - B. The estimated amount of each parcel of property within the assessment district of the assessment of benefits to be levied shall be determined by the Common Council after public hearing.
7. That when the report is completed, the Board of Public Works shall file a copy of the report with the City Clerk for public inspection.
8. That upon receiving the report of the Board of Public Works, the Clerk shall cause notice to be given stating the general boundary lines of the proposed assessment district (including a small map thereof), the time and place at which the report may be inspected and the time and place of the public hearing on the matter as contained in the preliminary resolution and the report. This notice shall be published as Class One notice and a copy shall be mailed, at least ten days before the hearing, to every known interested party.
9. That the hearing shall be held at a place and time set by the City Clerk in accordance with Section 66.0703(7), Wisconsin Statutes.



# PARKING DISTRICT BOUNDARY

REVISED 4/12/2019



**EXHIBIT B**  
**BOUNDARY DESCRIPTION**  
**FOR**  
**DOWNTOWN PARKING AREA**

Beginning at the intersection of the North line of Cass Street and the Easterly bank of the Mississippi River; thence East along the North line of Cass Street to the West line of 6<sup>th</sup> Street; thence North along the West line of 6<sup>th</sup> Street to the North line of King Street; thence East along the North line of King Street to the West line of the North-South alley between 6<sup>th</sup> Street and 7<sup>th</sup> Street; thence North along the West line of said North-South alley to South line of Lot 15 of Block 4 of Burns and Overbaugh Addition; thence East along said South line of Lot 15 to the East line of 6<sup>th</sup> Street; thence North along said East line of 6<sup>th</sup> Street to the North line of Main Street; thence West along the North line of Main Street to the West line of the North-South alley between 5<sup>th</sup> Avenue and 6<sup>th</sup> Street; thence North along said West alley line to the North line of the East-West alley between Main Street and State Street; thence West along the North line of said alley and North line extended to the Westerly line of 5<sup>th</sup> Avenue; thence North along the West line of 5<sup>th</sup> Avenue and West line extended to the North line of State Street; thence West along the North line of State Street to the West line of 4<sup>th</sup> Street; thence North along the West line of 4<sup>th</sup> Street to its intersection with the South line of La Crosse Street; thence Westerly along said South line of La Crosse Street and South line extended to the West line of 2<sup>nd</sup> Street; thence Northerly along said West line of 2<sup>nd</sup> Street to the Northeast corner of Lot 2 of a Certified Survey Map found in Volume 16, Page 114 (document number 1668039); thence Westerly along the North line of said Lot 2 to the Westerly line thereof; thence Southerly along the West lines of said Lot 2 to the North line of Lot 3 of said CSM; thence Westerly along said North line to the Northwest corner of said Lot 3; thence Northerly on a line perpendicular to the vacated North line of Pine Street, 33 feet more or less to the former North line of vacated Pine Street; thence Westerly along said former North line of vacated Pine Street to the East line of Front Street; thence South along the East line of Front Street to the South line of State Street; thence West along the South line of State Street 170 feet more or less to the West line of Front Street; thence South along the West line of Front Street to the intersection of the North line of a Certified Survey Map found in Volume 12, Page 76 (document number 1423251) and the West line of Front Street; thence West along said North line to its intersection with the Easterly bank of the Mississippi River; thence South along the Easterly bank of the Mississippi River to the North line of Cass Street and the Point of Beginning.

Revised: 7/13/2002  
Revised by: pc 9/11/2002  
Revised by: jmc 4/12/2019

S:\\_PROJECTS\2019 MISC\2019-010 Parking Assessment District Map and Legal Modifications\2019 Paking District Legal Description Revisions.DOC



# ***CITY OF LA CROSSE***

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0500

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving a reorganization to the table of positions and classifications for the Water and Wastewater department.

RESOLUTION

WHEREAS, City Department Heads may request reorganization of their departmental staffing and position reclassifications for their personnel; and

WHEREAS, the City of La Crosse Water and Wastewater department has determined a need for an additional position to continue to meet the needs of the community.

NOW, THEREFORE BE IT RESOLVED that the addition in position classification, job title and compensation listed below is hereby approved as follows:

- ADD one (1) position of a non-exempt, Maintenance Worker - Water, Grade 5, hourly wage range of \$22.69 (Step 1) to \$29.75 (Step 11).
- ADD one (1) position of a non-exempt, Accounting Specialist – Utilities, Grade 6, hourly wage range of \$24.29 (Step 1) to \$31.87 (Step 11)

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective May 10, 2024, and the Director of Human Resources and the Director of Engineering and Public Works are hereby authorized and directed to take all necessary steps to implement this resolution.



# ***CITY OF LA CROSSE***

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0518

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

## RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via Resolution #23-0805; and

WHEREAS, on 12-13-23 the Common Council approved the sale of this property to the Delagraves for \$211,000.00 via resolution #23-1367; and

WHEREAS, prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property; and

WHEREAS, due to the additional cost and time associated with these needed corrections the Delagraves have requested a reduced sale price of the property from \$211,000 to \$180,000 and an adjusted construction timeline to allow for more time to incorporate these corrections.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-63, to Sarah and Dylan Delagrave for the adjusted amount of \$180,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by April 2026 and complete construction by December 2026.
- All other provisions of the original sale agreement remain.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.



**WB-40 AMENDMENT TO OFFER TO PURCHASE**

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated 10/18/23, and accepted on 10/10/23,  
2 for the purchase and sale of real estate at La Crosse County Tax Parcel Number 17-10575-63 and 17-10575-64,  
3 \_\_\_\_\_, Wisconsin as follows:  
4 Closing date is changed from 2/15, 24, to 6/7, 24.  
5 Purchase price is changed from \$211,000 to \$180,000.  
6 Other: Development time frame to start date of April 2026 with completion date of December 2026.

31 The attached \_\_\_\_\_ is/are made part of this Amendment.  
32 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.  
33 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
34 offering the Amendment on or before 5/24/24 (Time is of the Essence). Delivery  
35 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Amendment.  
37 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
38 **delivery as provided at lines 33-34.**

39 This Amendment was drafted by \_\_\_\_\_ on \_\_\_\_\_  
40 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

41 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
42 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

43 (x) Sarah Delagrave 4/1/24 (x) \_\_\_\_\_  
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲  
45 Print name ► Date ▲

46 (x) Dylan Delagrave 4/1/24 (x) \_\_\_\_\_  
47 Buyer's Signature ▲ Date ▲ Seller's Signature ▲  
48 Print name ► Date ▲

49 This Amendment was rejected \_\_\_\_\_  
50 \_\_\_\_\_ Party Initials ▲ Date ▲

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** October 18, 2023 **[DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Sarah and Dylan Delagrave and/or assigns

4 offers to purchase the Property known as La Crosse County Tax Parcel Numbers 17-10575-64 and 17-10575-63

5  
6                      [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-  
7 650, or attach as an addendum per line 676] in the City                      of Onalaska, County  
8 of La Crosse Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two-Hundred-Eleven-Thousand and 00/100 Dollars (This Purchase Price is subject  
10 to the escalator clause found in the "Additional Provisions" section hereof Dollars (\$ 211,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: NONE

13  
14  
15  
16 All personal property included in purchase price will be transferred by bill of sale or N/A

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-15) and the following: Seller's personal property

21  
22  
23  
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**  
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to  
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without  
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but  
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;  
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage  
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler  
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and  
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
37 on or before October 31, 2023. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on or before December 31, 2023

45                      at the place selected by Seller,  
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically  
56 or personally delivered within 5 days ("5" if left blank) after acceptance.



57 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as N/A  
58 ) **STRIKE THOSE NOT APPLICABLE**  
59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).  
60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**  
62 **disbursement agreement.**  
63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.  
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.  
75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.  
85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
87 this Offer except: **NONE**  
88 . If "Time is of the Essence" applies to a date or Deadline,  
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.  
91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
93 Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated  
94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_  
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**  
99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**  
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**  
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**  
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**  
103 **rescission rights per Wis. Stat. § 709.05.**  
104 "Conditions Affecting the Property or Transaction" are defined to include:  
105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
106 bulges), basement or other walls.  
107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
108 fire safety, security or lighting.  
109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
110 the Property or any Defect related to a joint well serving the Property.  
111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.  
112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service  
113 septic system serving the Property not closed or abandoned according to applicable regulations.  
114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
116 on the Property; LP tanks on the Property or any defects in such LP tanks.  
117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources  
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
173 sliding, settling, earth movement or upheavals.



**PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

**Proposed Use:** Buyer is purchasing the Property for the purpose of: Operation of an auto repair and towing service

**size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].** [Insert proposed use and type and

☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: Operation of an auto repair and towing service

or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is stricken) a \_\_\_\_\_ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_

**STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

**CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.**

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within \_\_\_\_\_ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other \_\_\_\_\_

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,  
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other  
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future  
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents  
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer  
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days ("5" if left  
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 30 days ("30" if  
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of  
265 Defects stating Seller's election to cure Defects;  
266 (2) curing the Defects in a good and workmanlike manner; and  
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or  
271 (2) Seller has a right to cure but:  
272 (a) Seller delivers written notice that Seller will not cure; or  
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")  
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the  
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the  
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of  
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any  
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property  
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the  
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites  
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site  
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American  
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,  
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**  
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or



296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
301 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to  
306 be reported to the Wisconsin Department of Natural Resources.

307 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which  
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
311 an inspection of \_\_\_\_\_

312 \_\_\_\_\_  
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,  
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified  
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers  
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)  
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual  
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
343 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
345 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

346 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
349 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached  
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
356 shall be adjusted as necessary to maintain the term and amortization stated above.



**357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.****358** ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.**359** ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.**362** The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.**364 NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.****365** ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.**368** This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:**370** (1) signed by Buyer; or**371** (2) accompanied by Buyer's written direction for delivery.**372** Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.**374 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.****377** ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.**380** ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.**384** ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:**385** (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or**386** (2) the Deadline for delivery of the loan commitment set on line 344**387** to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.**389** If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.**392** **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:**394** (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or**396** (2) \_\_\_\_\_**397** \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].**398** If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.**404** ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.**408** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.**411** ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.**412** If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.



416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
432 association assessments, fuel and NONE

433 \_\_\_\_\_  
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE  
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443 ☐ \_\_\_\_\_  
444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
445 **substantially different than the amount used for proration especially in transactions involving new construction,**  
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,  
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
460 NONE

461 \_\_\_\_\_  
462 \_\_\_\_\_ (insert other allowable exceptions from title, if any) that constitutes  
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents  
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or





**DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

**MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

**BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

**DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

**NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

**ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

**NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers  
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** In the event that Seller receives a bona fide offer to purchase for the Property  
621 from a third party, the Purchase Price under this Commercial Offer to Purchase shall increase to One-Thousand and 00/100  
622 Dollars (\$1,000.00) higher than the Purchase Price contained in said third party, bona fide Offer to Purchase. Notwithstanding  
623 the foregoing, the Purchase Price under this Commercial Offer to Purchase shall not exceed Five-Hundred-Thousand and  
624 00/100 Dollars (\$500,000.00). Seller shall provide a copy of said third party, bona fide Offer to Purchase prior to this clause  
625 causing an increase in the Purchase Price hereunder.

626

627

628 Buyer may unilaterally assign all its rights and obligations under this Commercial Offer to Purchase to an LLC of its choosing,  
629 provided that said LLC is under the control of the Buyer.

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
653 exchanger shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
654 result of the exchange.



655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

661 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:  
 663 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_)

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
 666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: \_\_\_\_\_

670 Address for Buyer: \_\_\_\_\_

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: \_\_\_\_\_

673 Email Address for Buyer: sarah@delsinc.com w/ copy to mmk@haleskemp.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached \_\_\_\_\_ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Matt Klos

678 Buyer Entity Name (if any): \_\_\_\_\_

679 (x)  10/20/23  
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Sarah Delagrave and/or assigns Date ▲

681 (x)  10/20/23  
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Dylan Delagrave and/or assigns Date ▲

683  
 684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
 685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
 686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
 687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): City of La Crosse

689 (x) \_\_\_\_\_  
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) \_\_\_\_\_  
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
 694 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

695 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION:** Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated October 18, 2023, and accepted October 10, 2023, for  
2 the purchase and sale of real estate at La Crosse County Tax Parcel Numbers 17-10575-64  
3 and 17-10575-63, Wisconsin as follows:  
4 Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_,  
5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
6 **Other:** Buyer has received and understood La Crosse Common Council Resolutions 23-0805 adopted August  
7 10, 2023 and the draft resolution No. 23-1367, and Buyer agrees explicitly and specifically to each and all  
8 terms and conditions of same, including that the Buyer shall strictly follow all design standards of the  
9 covenants for the neighboring International Business Park, and submits hereby to the City for all  
10 determinations and enforcement consistent therewith.  
11  
12 Buyer Further agrees to execute a Development Agreement with the City which regards the above standards  
13 and other development requirements for the lot. The Development Agreement shall be in substantially the  
14 form attached. Buyer understands that this Offer is contingent upon final approvals of the City, including  
15 approval of Resolution 23-1367 and the Development Agreement. Buyer agrees that the final form of the  
16 Resolution and Development Agreement may vary slightly and shall have no objection to minor changes to  
17 same.  
18  
19 Buyer understands that the property is subject to a Pipeline Easement recorded April 6, 1964 in the La Crosse  
20 County Register of Deeds Office as Document No. 750691, has reviewed the document, and shall waive any  
21 objection to its terms or effect on title to the property. Buyer also understands the parcel numbers are being  
22 combined and waives any objection to same.  
23  
24  
25  
26

27 **Common Council Resolutions 23-0805 and 23-1367; draft**  
28 The attached **development agreement, Pipeline Easement** is/are made part of this Amendment.  
29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.  
30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
31 offering the Amendment on or before \_\_\_\_\_ (Time is of the Essence). Delivery  
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise  
33 provided in this Amendment.  
34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
35 **delivery as provided at lines 30-33.**  
36

37 This Amendment was drafted by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲  
38  
39 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
Licensee and Firm ▲ Date ▲  
40  
41 (x) Sarah Delagrave 12/19/23 (x) [Signature] 12/19/23  
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
Print name ► Sarah Delagrave Print name ►  
43 (x) Dylan Delagrave 12/19/23 (x) [Signature]  
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲  
45 Print name ► Dylan Delagrave Print name ►

This Amendment was rejected \_\_\_\_\_  
46 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲  
Drafted by Atty. Ryan R. Seib

Resolution declaring certain properties located on Kinney Coulee Rd, parcels 17-10575-64 and 17-10575-63, as surplus property.

#### RESOLUTION

WHEREAS, the City of La Crosse owns parcel 17-10575-64 and 17-10575-63 located on Kinney Coulee Rd; and

WHEREAS, there has been expressed private interest in purchasing the property; and

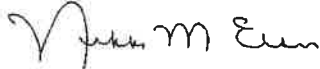
WHEREAS, the City does not have need for these properties and would like to offer the properties for sale.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the aforementioned parcel is declared surplus and will be offered for sale at a price determined by the City's Lead Appraiser.

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

---

*I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on August 10, 2023.*



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

Resolution approving the sale of City owned surplus properties on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave.

#### RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via resolution #23-0805; and

WHEREAS, on 10-26-23, the Board of Public Works agreed to move forward with an offer from Sarah and Dylan Delagrave in the amount of \$211,000.00; and

WHEREAS, the following conditions of the sale have been agreed upon by the Board of Public Works and Sarah and Dylan Delagrave:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave for the amount of \$211,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.



## PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stanley Sanwick and Helen Sanwick, his wife

hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, remise and relinquish unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate a pipeline, and appurtenances thereto, across and through a strip of land fifty feet (50') in width across the following described lands situated in the County of LaCrosse and State of Wisconsin, to-wit:

Parcel 1. The West two (2) rods of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 12, Township 16 North, Range 7 West

Parcel 2. The Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) of Section 12, Township 16 North, Range 7 West



TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purposes of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for agricultural purposes, pasturage, or other purposes not inconsistent with or detrimental or dangerous to the uses and facilities of the Grantee.

It is further agreed as follows:

(1) That the centerline of the easement strip conveyed hereby is described as follows:

Parcel 1. Commencing at a point on the West line of said Section 12, 680 feet North of the Southwest corner of said section; thence bearing North 81 degrees 32 minutes East a distance of 34 feet and there leaving the property at a point 33 feet East and 685 feet North of the Southwest corner of said Section 12.

Parcel 2. Commencing at a point 1,320 feet North and 1,235 feet West of the South Quarter (S $\frac{1}{4}$ ) corner of said Section 12; thence bearing North 60 degrees 10 minutes East a distance of 1,193 feet; thence bearing North 1 degree 11 minutes West a distance of 726 feet and there leaving the property at a point on the West Quarter (W $\frac{1}{4}$ ) line of Section 12 a distance of 250 feet West of the center of said Section 12.

(2) That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

(3) That Grantee will pay to Grantor any damages caused to Grantor's growing crops, trees, shrubbery, fences or buildings by the operation or maintenance of Grantee's pipeline.

(4) That the rights of the Grantee may be assigned in whole or in part.

(5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; that the agent of the Grantee accepting the delivery hereof has no right or authority to modify the provisions hereof either in writing or orally; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1st day of April, 1964.

Stanley Sanwick  
Stanley Sanwick  
Helen Sanwick  
Helen Sanwick

This instrument drafted by:  
Robert L. Goeken  
Robert L. Goeken

## ACKNOWLEDGMENT

STATE OF WISCONSIN : SS.  
COUNTY OF LACROSSE :

Before me, [Signature], a Notary Public in and for said County and State, on this 1st day of April, 19 64, personally appeared Stanley Sanwick and Helen Sanwick, and his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:

6-12-1966

[Signature]  
Notary Public  
C. E. Backus

STATE OF WISCONSIN : SS.  
COUNTY OF \_\_\_\_\_ :

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:

\_\_\_\_\_  
Notary PublicSTATE OF WISCONSIN : SS.  
COUNTY OF \_\_\_\_\_ :

I \_\_\_\_\_, hereby certify that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

(Title)

STATE OF WISCONSIN : SS.  
COUNTY OF \_\_\_\_\_ :

I \_\_\_\_\_, hereby certify that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

RECORDED

APR - 6 1964

AT 9:00 A.M.  
EVERETT H. RUNCE  
REGISTER OF DEEDS

(Title)



**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS  
AND OTHER MATTERS RELATING TO PARCELS 17-10575-64 AND 17-10575-63  
A DEVELOPMENT IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN**

**THIS DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into by and between Sarah Delagrave and Dylan Delagrave, and/or their approved assigns (“**Developer**”), and the City of La Crosse, a body corporate and politic, with its principal business office located at 400 La Crosse Street, La Crosse, WI 54601 (“**City**”).

**RECITALS**

**WHEREAS**, the Developer has received approval from the City as set forth in City Common Council Resolution Nos. 23-0805 and 23-1367, of a development to be known to be consisting of parcel 17- 10575-64 and 17-10575-63 and further legally described on **Exhibit 2** attached hereto (the “**Development**”) and located on Kinney Coulee Road in the City of La Crosse, La Crosse County, Wisconsin (“**Property**”). Developer wishes to enter this Agreement to satisfy conditions of the City Board’s approval and shall thereafter promptly proceed with recording of the Property;

**WHEREAS**, the City seeks to protect the health, safety, and general welfare of the community and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

**WHEREAS**, the City requires the Developer to comply with La Crosse International Business Park standards and covenants, and Developer agrees to do so, agreeing that the Property is located next to but not in the International Business Park;

**WHEREAS**, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development and is made for the mutual benefit of the Developer and the City in order to assure compliance with City Ordinances and standards;

**WHEREAS**, the Developer acknowledges that the City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement; and

**WHEREAS**, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City Ordinances, waive the right to contest the terms of the Agreement, and agree to be bound hereto, all as set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances, and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.
2. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the City for

construction of any improvements to the Property.

3. **DEVELOPER TO REIMBURSE THE CITY FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the City pursuant to its customary practice for administering development projects, the Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The City's costs shall be determined as follows: All costs and expenses incurred by City in connection with the Development, including, but not limited to, the cost of professional services incurred by the City for the review and preparation of required documents, attendance at meetings or other related professional services. Unless the amount totals less than \$50.00, the City shall bill the Developer monthly for expenses incurred by the City. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of one percent (1%) per month.

4. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

(a) **Authority.** The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer. The Developer represents and warrants to the City that the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby constitutes a legal, valid and binding agreement of the Developer, enforceable against it. The Developer represents and warrants to the City that there are no lawsuits filed or pending to the knowledge of the Developer or threatened against the Developer that may in any way jeopardize the ability of the Developer to perform its obligations hereunder.

(b) **Quality of Work.** All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and the Subdivision Regulations of the City as directed by the City Engineer.

(c) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the parties shall indemnify and hold harmless each other, each other's its officers, agents and employees (collectively, the "Indemnitees"), and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the party responsible for construction pursuant to this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect. This indemnity does not apply to any claims arising out of any willful acts or omissions, gross negligence or bad faith of any of the Indemnitees, except to the degree that causation of such claim is not due to such acts, omissions, negligence or bad faith.

(d) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10)

days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

**5. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.**

**(a) Declaration of Covenants, Conditions and Restrictions.**

- i. The Developer shall at all times prior to, during and following construction, comply with and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors the Property ("Covenants"). Developer shall receive City Plan Commission approval for the development's design plans prior to construction of the development.
- ii. Developer shall comply with all City commercial design review standards and the City's review of same. Should Developer encumber the Property with covenants, conditions or restrictions, same shall be submitted to the City for review and approval if satisfactory to the City Attorney.
- iii. The above referenced Covenants are hereby incorporated into, agreed to and adopted by Developer as covenants which run with the land, inuring to the benefit of the City and the Business Park neighboring properties. However, nothing herein incorporates this Property into the International Business Park, implies or grants voting rights or other rights appurtenant to lots in the international Business Park, or subjects this Property to any association of owners of the International Business Park.

**(b) Restrictions on Transfer Of Lots Prior to Completed Construction.** The Developer agrees not to convey the Property to third parties without the consent of the City, or until the construction of the agreed project is complete.

**(c) Additional Matters.** Other legal documents required for this Development shall be as specified on **Exhibit 2.**

**6. GENERAL CONDITIONS.**

**(a) No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any other required approvals. Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction or reimburse the Developer within any Phase

**(b) No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.

**(c) City Rights Retained.** The City does not hereby waive, and expressly retains, its right to



governmental immunity and other defenses that may be available to the City. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the City's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the City retains and expressly reserves its legislative discretion.

(d) **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

(e) **Default.** A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies shall include, but not be limited to, stopping all construction in the approved final Property and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

(f) **Entire Agreement.** The purchase agreement, this written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the City with reference to development of the Property.

(g) **Attorney Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, the Developer shall pay all City costs, including reasonable attorney fees and expert witness fees.

(h) **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under the Agreement. The Developer agrees to complete the construction of the project as described in the Phasing Plan. If there are unexpected delays, Developer must first apply for a written extension from the City, which shall not be unreasonably withheld. It shall be the responsibility of the Developer to notify the City promptly in writing of any delays whether anticipated or experienced. Projects not fully completed within four years from the date of this Agreement shall be considered breach of this Agreement and the City shall have the right to repurchase the parcels at the price originally sold to Developer, less any fees, costs or amounts due to the City by Developer per this Agreement or otherwise, in addition to any other remedies of the City hereunder. Such right of repurchase shall survive this agreement and if it should be exercised hereunder, such repurchase shall take place within 60 days at the City's option.

(i) **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

(j) **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.

(k) **Notice.** Any notice required or permitted by this Agreement shall be deemed effective

when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer:

\_\_\_\_\_

If to City:

Attn: \_\_\_\_\_

\_\_\_\_\_

(l) **Recordation.** The City may record this Agreement or a memorandum of this Agreement in the La Crosse County Register of Deeds Office.

(m) **Effective Date.** This Agreement shall be effective as of the date and year executed by both parties.

(n) **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

Exhibit 1 – Phasing Plan

Exhibit 2 – Legal Description

*[SIGNATURES ON FOLLOWING TWO PAGES]*

*[EXHIBITS INCORPORATED BY REFERENCE]*



Executed in La Crosse County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )

COUNTY OF \_\_\_\_\_ )

) ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the City's authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

Executed in La Crosse County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DEVELOPER**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of \_\_\_\_\_.

Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

***This instrument drafted by:***

Ryan R. Seib  
Assurity Legal LLC  
2809 Fish Hatchery Road, Suite 201  
Madison, WI 53713

**EXHIBIT 1  
PHASING PLAN**

PHASE	LOTS	COMMENCE	COMPLETE
1			

Changes to the Phasing Plan require approval of the City Board. Changes without City approval shall be deemed a breach of the Agreement by the Developer.

**EXHIBIT 2**  
**LEGAL DESCRIPTION**

DRAFT

March 5, 2024

Sarah Delagrave  
Del's Service Center  
221 Main Street  
Onalaska, WI 54650

Re: Del's Service Center Facility Development; Parcel 17-10575-63 – Unsuitable Soils Condition

Dear Sarah,

This letter is regarding the parcel on Kinney Coulee Road N in Onalaska, WI being considered for the new Del's Service Center facility – the parcel being considered is Tax Parcel 17-10575-63. We are in receipt of, and have reviewed, the Design Phase Geotechnical Report for the subject site prepared by Chosen Valley Testing dated February 14, 2024.

The Design Phase Geotechnical Report identifies the presence of unsuitable subsurface soils that will require correction prior to proceeding with planned building improvements on the site. We conferred with Chosen Valley Testing and a local civil engineer to confirm the extent of the unsuitable soil correction work, identifying the below correction solution:

- Removal and replacement of unsuitable soils at the building pad area (approximately 5,900CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- Removal and replacement of unsuitable soils beneath the building footings/foundations (approximately 600CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- A local earthwork vendor quantified the above-mentioned soil correction work, with a budget of \$145,000.00.

We believe it is important to note that the Design Phase Geotechnical Report provides a snapshot of existing subsurface soil conditions at the soil boring locations, and additional unsuitable soil conditions could be encountered during construction operations. During the construction phase, we will retain the services of a licensed geotechnical engineer to witness and test the soil conditions to identify unsuitable soil conditions that could impact the performance of the planned improvements.



Please do not hesitate to contact me with any questions or comments you may have regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Walters', is positioned above the printed name.

Chris Walters, President  
DBS Group, LLC

Cc: Mike Campbell, Design Director  
Jason Stefferud, Director of Preconstruction

Subject RE: City of La Crosse Parcel combination request 17-10575-64 and 17-10575-63

For the estimated value of these two parcels as one unit, I would estimate a range from \$180,000-\$211,000.

Take Care,

**Shannon L. Neumann | City Assessor**

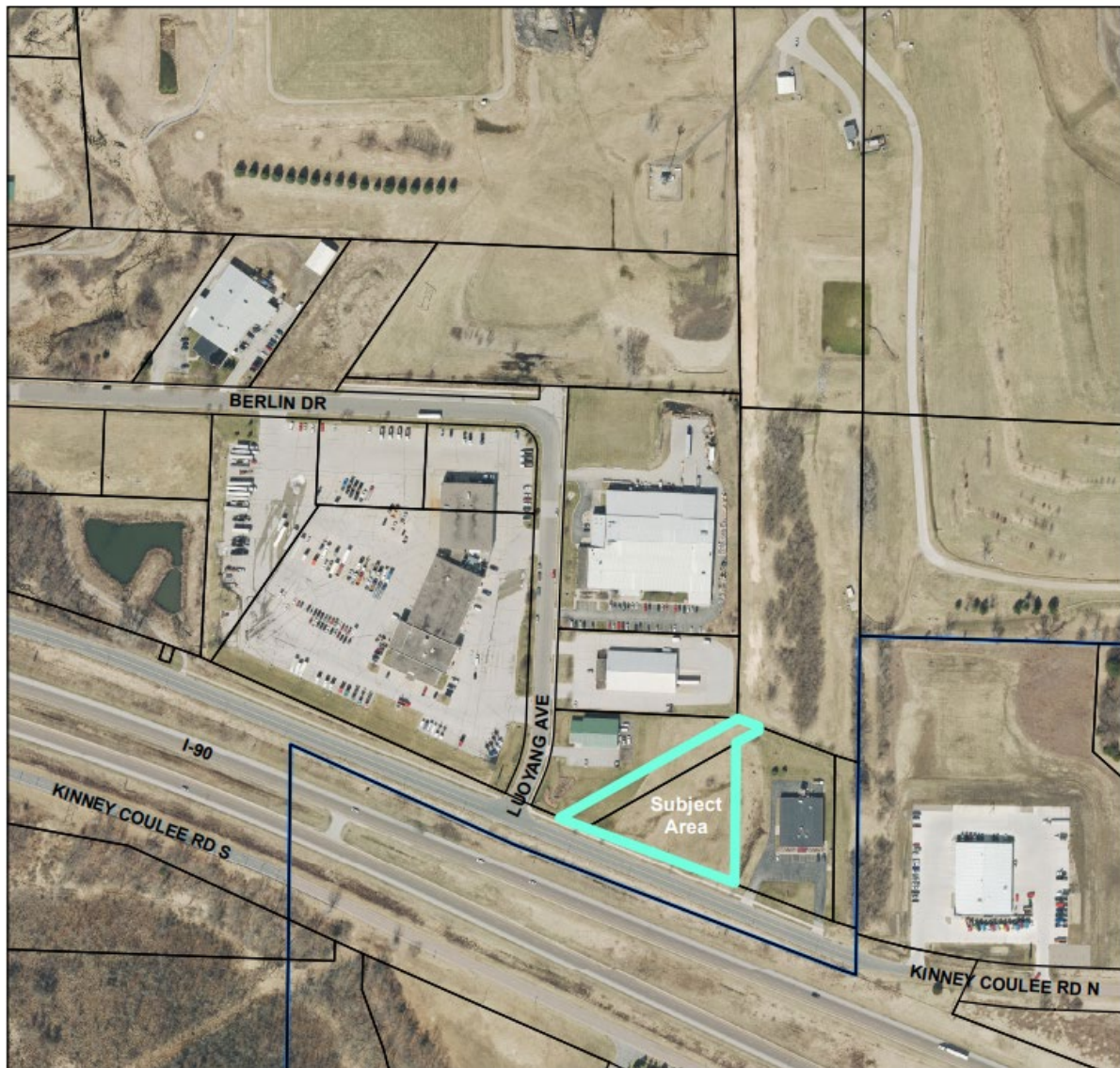
**City of La Crosse Assessor's Office**

400 La Crosse St. 54601

608-789-7525 Main | 608-789-7544 Office

[neumanns@cityoflacrosse.org](mailto:neumanns@cityoflacrosse.org)

[www.cityoflacrosse.org](http://www.cityoflacrosse.org)





# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



**Agenda Item 24-0518 (Julie Emslie)**

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

**General Location**

This parcel is adjacent to the International Business Park on the southeast corner. It is in City District 2.

**Background Information**

The Council approved the sale of this property to Sarah & Dylan Delagrave at the December 2024 meeting for \$211,000. Prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property. A letter from the Delagrave's General Contractor, DBS group, is attached to this legislation. This letter outlines the level of correction that is needed, and costs associated with this correction.

Due to the corrections needed, the Delagraves have requested a lowered sale price of \$180,000 and an extension to their construction timeline. \$180,000 is within the range of estimated value provided by the City Assessor.

**Recommendation of Other Boards and Commissions**

This will be reviewed by the Board of Public Works at the April 29, 2024, meeting.

**Consistency with Adopted Comprehensive Plan**

Although not included in the boundary of the International Business Park, this parcel is identified in district D-6, International Business Park in the Comprehensive Plan. Development in the industrial/business parks is encouraged in the Comprehensive Plan and this proposed use would be complementary to this area.

**Staff Recommendation**

Approval

**Routing F&P 5.2.24**





## 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



0 100 200 400 Feet





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 24-0556**

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution authorizing the purchase of five clean diesel buses for the Municipal Transit Utility.

RESOLUTION

WHEREAS the Transit Utility is in the need of replacing five (5) transit buses that have exceeded their useful life; and

WHEREAS the Municipal Transit Utility was awarded \$6,348,035 in CARES ACT Funds for operational and capital projects; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the Director of Finance and the Municipal Transit Utility to purchase said buses.

BE IT FURTHER RESOLVED that the Director of Transit is hereby authorized to enter into a contract with Gillig Corporation in connection with said buses.

BE IT FURTHER RESOLVED that the cost of each bus is \$614,164 with a \$5,836 per bus contingency for a total of \$620,000 per bus.

BE IT FURTHER RESOLVED that the sum of \$3,100,000 is hereby appropriated as follows:

\$3,100,000 – CARES Funding WI-2021-008-01

BE IT FURTHER RESOLVED that the Director of Transit and Director of Finance and Purchase, or his/her representative, are authorized to take any and all steps necessary to effectuate this resolution.



# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0467

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution



Resolution regarding former Naval Reserve Training Center.

## RESOLUTION

WHEREAS, The City Council received and reviewed a staff report with regard to Resolution #23-1083 (Report on the status of property at the former Navy Reserve Training Center – Tax Parcel 17-50781-420, and

WHEREAS, the Legal Department met with representatives from the homeowner's association, Council and developer to come up with possible solutions, which were shared with former Council Member Tom Sweeney, advocate for the memorial.

WHEREAS, the City Council previous approved the dedication of this property pursuant to Resolution #2006-07-024 and #2010-08-020 for purposes of a memorial, and

WHEREAS, no memorial development has occurred, and pursuant to Wis. Stat. § 66.1025, the City Council may by a two-thirds vote of its members-elect grant the land back to the dedicator.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby waives the dedication on a portion of the property and directs that this portion of the property be sold to the developer at fair market value pursuant to its request, with the remaining property still dedicated for the potential use of a memorial.

BE IT FURTHER RESOLVED that the City of La Crosse is owner of the dedicated property and was at the time of dedication. The Common Council now finds the full dedication impractical but believes a memorial could still be built on a portion of the property.

BE IT FURTHER RESOLVED that an area approximately 30' by 60', as shown on the attached Exhibit A (not drawn to scale) be retained for a memorial with the remaining strip of land included in Parcel 17-50781-420 having the dedication waived and being sold to the developer. Legal descriptions for both pieces of land are attached as Exhibit B.

BE IT FURTHER RESOLVED that said 30' x 60' area be retained for memorial use until twenty (20) years after adoption of Resolution 2006-07-024 during such time interested parties can work with the City to determine the specific memorial, if any, to be placed at the site as well as raise funds.

BE IT FURTHER RESOLVED that if after said twenty-year period, it is determined that a memorial is no longer reasonable or practical at this location or sufficient funds cannot be raised to support said memorial, then the remnant parcel be sold to the developer while retaining an access easement for the fire department, if needed.

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

# EXHIBIT "A"

66' GREEN BAY STREET



NOT TO SCALE

REPLAT OF PART OF  
NAVY RESERVE ADDITION

10' UTILITY/DRAINAGE  
EASEMENT (EXISTING)

OUTLOT 3  
COLORADO COURT

PARCEL 1

NAVY RESERVE MEMORIAL  
DEDICATION TO BE RELEASED

C.S.M. No. 43 VOL. 17

OUTLOT 1  
NAVY RESERVE  
ADDITION

OUTLOT 4

30'  
PARCEL 2

NAVY RESERVE MEMORIAL  
DEDICATION TO REMAIN

60'

66' HYDE AVENUE

5' POLE LINE EASEMENT  
(EXISTING)

## EXHIBIT "B"

### Proposed Division of Outlot 1 of the Navy Reserve Addition

#### Parcel 1

Part of Outlot 1 of the Navy Reserve Addition being located in the Southeast quarter of the Northwest quarter 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 said Outlot 1 lying north of a line parallel and northerly 60.00 feet of the South line of said Outlot 1.

#### Parcel 2

Part of Outlot 1 of the Navy Reserve Addition being located in the Southeast quarter of the Northwest quarter 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 said Outlot 1 lying south of a line parallel and northerly 60.00 feet of the South line of said Outlot 1.

Dedication to the public as Navy Reserve Memorial to remain.

Drafted by: KJC, 4/2024

Checked by: JMC, 4/2024



# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR  
LA CROSSE

24-0467

April 22, 2024

I hereby approve the submitting of the attached Legislation "Resolution regarding former Naval Reserve Training Center" to be considered at the Finance & Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0456

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**



Resolution to cancel a previously approved street and utilities CIP project (2023 #470) and reallocate funds to existing underfunded utilities and street projects (2024 #183, 209, 860, 867, 868, and 878).

## RESOLUTION

WHEREAS, the City of La Crosse previously allocated funds in the 2023-2027 Capital Budget via Res. 22-0789, including for CIP project #470, “Green Bay St – from South Ave to 9<sup>th</sup> St; South Ave Green bay to North end of 2022 WDOT Project;” and

WHEREAS, sufficient utility work has been accomplished via the aforementioned South Avenue WisDOT project and/or City of La Crosse utility maintenance work, such that CIP 2023 #470 has become superfluous, and staff recommend cancelling the project and reallocating funds to existing projects with funding needs; and

WHEREAS, reported bids from April 2024, include the following approved 2024 CIP street and utility projects with various additional funding needs, due to unforeseen, coordinated utility needs:

#183 Moore St – Prospect St to dead end east,  
 #209 Onalaska Ave – Moore St to Gohres St,  
 #860 9<sup>th</sup> Street S – Redfield St to Green Bay St,  
 #867 Charles Street – Clinton St to St. Paul St,  
 #868 Charles Street – Logan St to Clinton St,  
 #878 Liberty Street – St James Street to St Cloud St; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby cancels CIP project 2023 #470.

BE IT FURTHER RESOLVED that the Common Council hereby authorizes use of available funding *from* CIP projects and/or existing account(s):

#470 (GOB)	\$55,000
#470 (STM)	\$170,000
#470 (WAT)	\$160,000
#470 (SAN)	\$130,000
Unappropriated Street Funds	\$165,000

And allocating funds, respectively, to 2024 CIP items:

#183 (WAT)	\$70,000
#860 (GOB)	\$80,000
#868 (GOB)	\$120,000
#868 (SAN)	\$70,000
#878 (GOB)	\$20,000
#878 (WAT)	\$80,000

BE IT FURTHER RESOLVED that any fund balances remaining from the cancellation of CIP #470 and the reallocations above, shall be released from obligation and/or made available for use within their respective funds by the appropriate utilities.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to take required steps to effectuate and implement this resolution.



OFFICE OF THE MAYOR  
LA CROSSE

24-0456

April 23, 2024

I hereby approve the submitting of the attached Legislation "Resolution to cancel a previously approved street and utilities CIP project (2023 #470) and reallocate funds to existing underfunded utilities and street projects (2024 #183, 209, 860, 867, 868, and 878)" to be considered at the Finance & Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds



# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 24-0564**

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution allocating unused TID 11 funds to CIP project 2022 #736 (Cass Street Beautification).

## RESOLUTION

WHEREAS, the City of La Crosse previously allocated funds and awarded a contract for three (3) phases of streetscape lighting in the 10<sup>th</sup> & Cass Historic neighborhood area; and

WHEREAS, excess unappropriated funds remain in TID 11; and

WHEREAS, reported bids from April 2024, include the Cass Street Beautification project, CIP 2022 #736, that requires additional funding above the amount(s) in the Adopted 2022-2026 CIP Projects Budget to execute design services and construction contracts; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of available funding from CIP project(s) and/or existing account(s):

20499 PEDESTRIAN LIGHTING 10 <sup>TH</sup> /CASS DISTR	\$5,142.50
TID 11 available cash	\$90,004.86

And allocating those funds to CIP item(s):

2022 #736	\$95,147.36
-----------	-------------

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to take required steps to effectuate and implement this resolution.





# ***CITY OF LA CROSSE***

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

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR  
LA CROSSE

24-0564

April 23, 2024

I hereby approve the submitting of the attached Legislation "Resolution allocating unused TID 11 funds to CIP project 2022 #736 (Cass Street Beautification)" to be considered at the Finance & Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds

TO: City Of La Crosse Finance Committee

FR: Jay Lokken and Ken Riley, 950 Cass Street

DATE: May 2, 2024

RE: Support for Additional Funding for Cass Street Beautification

This letter is to request support for the additional funding for the Cass Street Beautification Project. This is an outstanding opportunity to enhance one of the primary entries into La Crosse, the downtown, as well as the 10<sup>th</sup> and Cass National Register Historic District. Moreover, this project stabilizes and improves property values, will encourage economic development and investment.

La Crosse was recently named on of the top 25 places to live in the United States by Money Magazine. It is projects like the Cass Street Beautification Project that makes the city a vibrant, and a great place to live and invest. It adds to the overall quality of life and encourages pedestrian uses of the center of the city. Since first moving into the downtown neighborhood almost 30 years ago, we have witnessed a renaissance of historic preservation, great mixed use housing development, a new hospital at Mayo and many new small businesses in the central city. It is imperative that projects like the Cass Street Beautification Project move forward to ensure this momentum continues and that La Crosse continues to be one of the top cities in the US to live, work and invest.

Many thanks for your time and support for this project. We look forward to its completion and positive impact on our city, downtown and neighborhoods.

**From:** Mary Larson <mary@lacrossedowntown.com>  
**Sent:** Thursday, May 2, 2024 11:51 AM  
**To:** ZZ Council Members  
**Subject:** Letter of Support for Resolution #24-0564

Some people who received this message don't often get email from mary@lacrossedowntown.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. \*\*\*

Good Morning,

I am writing on behalf of Downtown Mainstreet, Inc. to express support for additional funding for the Cass Street beautification project #736. As a non-profit dedicated to the vitality of downtown, we have seen firsthand the importance of maintaining and enhancing our public spaces. They create a vibrant and welcoming environment for everyone.

Please consider the reallocation of funding toward the Cass Street beautification project as a valuable investment in our community's future. Investing in beautification projects like this not only enhances the physical appearance of our community but also fosters a sense of pride and belonging among residents. In addition, it can attract more visitors, support local businesses, and create a safer and more enjoyable environment for all.

Thank you for your time and consideration. Please do not hesitate to reach out if you have any questions.

Sincerely,



**MARY LARSON**  
*Executive Director*

📞 608.784.0440  
✉ mary@lacrossedowntown.com  
📍 422 Main Street La Crosse, WI

**Elsen, Nikki**

---

**From:** Carol Erickson <cerickson07@gmail.com>  
**Sent:** Thursday, May 2, 2024 12:55 PM  
**To:** Elsen, Nikki  
**Subject:** Cass Street Beautification Project Additional Funding

You don't often get email from cerickson07@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. \*\*\*

Dear City Clerk Elsen,

I am writing in support of obtaining additional funding for the Cass Street Beautification Project. I have been a citizen member of the committee working on the ideas and planning for this project for the last two years and I am very excited about the planned improvements and enhancements for Cass Street and the Cass Street neighborhoods.

Many La Crosse citizens have chosen to buy and improve homes in this area - rather than moving outside of the City limits. Adding outdoor lighting, signage, safer crosswalks, shade trees and benches and plants tell the citizens and visitors that La Crosse is a good place to live. As a City we should be protecting the safety and enhancing the enjoyment of residents and attracting new community members and visitors. I believe that the Beautification Project will help accomplish these goals.

Please add this letter to the legislative file.

Thank you,

Carol Erickson

--

Carol Erickson  
[cerickson07@gmail.com](mailto:cerickson07@gmail.com)



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0001

---

**Agenda Date:** 5/2/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Finance & Personnel Committee

**File Type:** Status Update