## LA CROSSE COUNTY NOTICE OF MEETING

**COMMITTEE OR BOARD:** PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE  
**DATE OF MEETING:** MONDAY, JUNE 8, 2020  
**MEETING PLACE:** COUNTY ADMINISTRATIVE CENTER  
COUNTY BOARD ROOM 1700  
LA CROSSE WI 54601  
**TIME OF MEETING:** 4:00 P.M.

1. Call to Order/Roll Call  
2. Public Comment*  
3. Approve PWI Minutes of May 11, 2020  
4. Consent Agenda (Informational):  
   a. Review of Highway Design Projects Currently Under Way  
   b. 2020 Summer Road School – August 10-12, 2020  
5. Conference/Meeting Report  
6. CTH BW Jurisdictional Transfer  
7. Award Asphalt Driveway Bid  
8. Approve the Highway Department Annual Financial Report  
9. Resolution Re: In Support of Changes to Condemnation Process Under Wisconsin Statute Chapter 32  
10. Award the Bid for Construction Rehabilitation of 3 Bridges; CTH I over the Branch of Bostwick Creek, CTH T over Flemming Creek, and CTH YY over the Branch of Bostwick Creek  
11. Award Fuel RFP for Highway  
12. Approval of Annual Solid Waste Report  
13. Resolution Re: Approval of Stormwater Drainage Easement to Scannell Properties #424, LLC  
15. Next Committee Meeting: July 6, 2020  
16. Future Agenda Items  
17. Adjourn

### NEWS MEDIA
La Crosse Tribune  
Other Media

### OTHERS:
Sharon Davidson  
Megan DeVore  
Jackie Eastwood  
Peg Isola  
Larry Hougom  
Andrea Richmond  
Gary Harter  
Gary Hougom

### DEPARTMENTS/STAFF
County Board Chair  
County Administrator  
County Clerk  
Facilities

### COMMITTEE MEMBERS
Randy Erickson, Chair  
Ralph Geary  
Steve Doyle  
Maureen Freedland  
Matt Nikolay  
Joe Kovacevich  
Gary Padesky

*PUBLIC COMMENT:* The Committee may receive information from the public, but the Committee reserves the right to limit the time that the public may comment and the degree to which members of the public may participate in the meeting.

**COMMITTEE MEMBERS:** If unable to attend, call the County Clerk’s Office at 785-9581.

**PERSONS WITH DISABILITIES:** If you need accommodations to attend this meeting, please call the County Clerk’s Office at 785-9581 ASAP.

**DATE POSTED:** June 4, 2020
This meeting may be recorded, and any such recording is subject to disclosure under the Wisconsin Open Records Law.
PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE
Monday, May 11, 2020
County Board Room 1700
4:30 p.m.

MEMBERS PRESENT: Chair Randy Erickson, Ralph Geary, Matt Nikolay, Maureen Freedland, Steve Doyle, Joe Kovacevich, Gary Padesky

MEMBERS EXCUSED: None

MEMBERS ABSENT: None

OTHERS PRESENT: Steve O'Malley, Monica Kruse, Ron Chamberlain, Keith Back, Jadd Stillwell, Jim Speropulos, Margaret Larson, Alex Fuchsteiner, Dave Wilder, Randi Serres Pueschner, Mike Solberg, Mike Stolpa, Alice Sorenson

CALL TO ORDER: Chair Randy Erickson called the meeting to order at 4:30 p.m. Welcome to Supervisors Joe Kovacevich and Gary Padesky to the Public Works and Infrastructure Committee.

PUBLIC COMMENT:
The following homeowners addressed the committee in opposition to the proposed road project on Lakeshore Drive regarding the driveways:
- Dave Wilder
- Mike Stolpa/General Manager of River City Ready Mix.
- Alex Fuchsteiner
- Randi Serres Pueschner

Supervisor Margaret Larson was present representing the 14th District of La Crosse County and recommended the following requests regarding the proposed road project on Lakeshore Drive:
- Reject the bid for the asphalt work along Lakeshore Drive.
- Add an item to next month’s Public Works agenda to consider grandfathering all the driveways that are included on the list.
- Review the ordinance and construction standards to see if they should be kept as they are i.e., the 6-foot asphalt measurement, or change it.
- Consider doing some education/information notifying all town/village clerks that when they are issuing buildings permits in their municipalities, they need to send the individual onto the County for a driveway permit.

MOTION by Padesky/Doyle to move agenda item #8, Award the Asphalt Driveway Bid, after Public Comment. Motion carried unanimously.

AWARD THE ASPHALT DRIVEWAY BID

MOTION by Freedland/Nikolay to approve the bid. This is the bid to replace the first six feet of concrete driveways. At this point, the Highway Commission is looking at 16 driveways on French Island, 15 owners. The Highway Commissioner, Ron Chamberlain, believes that this not a popular program and several of the owners have voiced their opposition. One of those owners has requested that his email is shared with the committee and it is attached in this agenda packet. One bid has been received from Mathy Construction for $12.02/foot which totals $28,571. The bid came in better than expected so more driveways can be fit into this year’s project. If the Public Works & Infrastructure Committee chooses to proceed with this project, the Highway Commissioner recommends awarding the bid to Mathy Construction. Extensive discussion ensued.
MOTION TO REFER by Doyle/Padesky for 30 days (June 8th meeting) to allow discussion with Corporation Counsel about liability and re-investigate the list of driveways to determine the severity of the safety issue. Motion carried unanimously.

APPROVE MINUTES OF THE April 13, 2020 PWI COMMITTEE MEETING
MOTION by Geary/Nikolay to approve the minutes of the April 13, 2020 PWI Committee Meeting. Motion carried unanimously.

CONSENT AGENDA (INFORMATIONAL):
   a. Annual Solid Waste Stakeholder Report (Handout)
   b. Solid Waste Facility Overview and Operations Update
   c. 2020 Summer Road School – August 10-12, 2020
MOTION by Freedland/Padesky to approve the Consent Agenda. Motion carried unanimously.

CONFERENCE/MEETING REPORT: NONE

ANNOUNCEMENT OF VICE CHAIR
Chair Erickson announced that the Vice Chair of the Public Works & Infrastructure Committee for the 2020-2022 term is Maureen Freedland.

ESTABLISH COMMITTEE MEETING TIME
There was committee discussion concerning the meeting time of this committee for the 2020-2022 term and it was unanimously decided that the Public Works & Infrastructure Committee will meet at either 4:00 or 4:30 p.m. depending on the extent of the agenda.

APPROVE WISDOT DISCRETIONARY MAINTENANCE AGREEMENT FOR ASPHALT CRACK SEALING OF STH 33
This maintenance is a revenue to La Crosse County and the project is for crack sealing on STH 33. The contract total is $75,000. The Highway Commissioner recommends approval. MOTION by Padesky/Kovacevich to approve. Motion carried unanimously.

AWARD THE 2020 COUNTY RIGHT-OF-WAY SPRAYING BID
This is the Highway Department’s standard right-of-way spraying that is performed in order to control invasive species, especially wild parsnip. Two bids were received. The Highway Commissioner recommends OSI’s bid for $600/mile for Japanese Knotweed and $175/mile for Wild Parsnip. MOTION by Doyle/Padesky to approve. Motion carried unanimously.

AWARD THE CTH OA RETAINING WALL BID
This retaining wall project is on CTH OA between CTH FO and STH 33. The bank had failed, and it needs to be properly stabilized. The Highway Department received 2 bids, i.e., St. Joseph Construction for $236,644; Janke General Contractors, Inc. for $242,029.30. The Highway Commissioner recommends award the bid to St. Joseph Construction. MOTION by Nikolay/Geary to approve. Motion carried unanimously.
AWARD THE CTH PI RETAINING WALL BID
This retaining wall is part of the CTH PI project that is in process for this year. The location is at the entrance to Norskadalen. Two bids were received, i.e., Highway Landscapers, Inc. for $304,889.40; St. Joseph Construction Co., Inc. for $333,087.38. Highway Landscapers, Inc. is currently on the WisDOT list of debarred contractors and cannot be awarded State-only funded contracts. They are eligible for federally funded DOT projects. MOTION by Doyle/Padesky to approve the bid from St. Joseph Construction Co., Inc. for $333,087.38 as being in the best interests of La Crosse County. Motion carried unanimously.

APPROVE MOVING THE BRIDGE DECK REHABILITATION PROJECT UP TO THE 2020 CONSTRUCTION SEASON
There are 3 structures that are currently load posted and are barriers to freight and agriculture. The Highway Department applied for a rehabilitation project that would include all 3 structures under the recent Multimodal Local Supplement (MLS) Program Grant. The project estimate is $449,996 and the grant award was for $314,997.20, 70%. This project could be completed this year with the local match coming from Highway Department Fund balance. MOTION by Padesky/Nikolay to approve. Motion carried unanimously.

NEXT COMMITTEE MEETING: June 8, 2020

FUTURE AGENDA ITEMS:
• Asphalt Driveway Bid

ADJOURNMENT: MOTION by Nikolay/Geary to adjourn. Motion carried unanimously.

The meeting adjourned at 5:44 p.m.

Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting. Alice Sorenson, Recorder
INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE
FROM: RON CHAMBERLAIN
SUBJECT: JUNE 2020 MEETING EXPLANATION
DATE: 6/2/2020
CC: STEVE O’MALLEY, FILE

- Current Design Projects
  - CTH B (from Clinton St. to Lakeshore Drive) – This project is being designed in pursuit of either BUILD grant funding or STP-Urban funding both of which are Federal programs.
  - CTH M (from CTH B to CTH O) – this is under acquisition in preparation for reconstruction. The portion from CTH O to Wolter Road will be done using STP-Rural funding and the portion from Wolter Road to CTH B will be completed with local funds.
  - CTH SN (Cedar Ave. East to Alpine Lane) – This is under acquisition in preparation for reconstruction using STP-Urban funding.
  - CTH XX (from CTH OT to STH 35) – this is under design in preparation for funding with Indian Reservation Roads and Indian Reservations Roads Safety funding.
  - CTH M over the La Crosse River – the design and construction of this project are being done with Federal funding thru the Local Bridge Program.
  - CTH D over Halfway Creek - the design is being completed in preparation for the construction of this project being done with Federal funding thru the Local Bridge Program.

Exceptional services. Extraordinary place
An Equal Opportunity Employer
- CTH M over Halfway Creek - the design is being completed in preparation for the construction of this project being done with Federal funding thru the Local Bridge Program.
- CTH NN Hydraulic analysis and flood mitigation

- Resolution to Support of Change to Condemnation Process – Under current law if the Courts/Condemnation Commission find that local government should have paid 15% or more in excess of what was paid the local government is responsible for the attorney fees and court costs of the property owner. The resolution asks that the threshold be raised to 30%. I ask for your support for the resolution.

- Award the Bid for Construction Rehabilitation of 3 Bridges; CTH I over the Branch of Bostwick Creek, CTH T over Flemming Creek and CTH YY over the Branch of Bostwick Creek. We received one bid from Pember Enterprises Incorporated for $471,472.90. I recommend awarding to Pember Enterprises for $471,472.90.

- Award the Asphalt Driveway Bid – This is the bid to replace the 1st 6 feet of concrete driveways. At this point we are looking at 16 driveways on French Island, 15 owners. We have received one bid from Mathy Construction for $12.02/foot which totals $28,571. The bid came in better than the estimate, so we can fit more driveways into this year’s project if we continue with the direction the Committee has previously provided. If the Committee chooses to proceed with the project, I recommend awarding to Mathy Construction.

- Approve the Highway Department Financial Report – The report was distributed by the County Clerk toward the end of May. This is our yearly report and I would request that you approve it.

- Award the Fuel RFP for Highway – We received 4 submittals, HTP Energy, Allied Fuel, World Fuels and Petroleum Traders, the Evaluation Team’s Recommendation for Approval is attached. Base on the outcome of the scoring of the evaluation team I recommend awarding to HTP Energy.

Thank you for your time and continued support for Highway Department operations.
TO: PW&I
FROM: RON CHAMBERLAIN
SUBJECT: CTH BW JURISDICTIONAL TRANSFER
DATE: 6/2/2020
CC: FILE

In reviewing various situations on French Island there appears to be some justification to formally approach the Town of Campbell with a jurisdictional transfer request. That request would be for the Town to accept CTH BW in return for Bainbridge St. south of Clinton (map attached) and some fiscal compensation. There are several factors that bring me to this thought process.

- The mission of a County Highway is to perform a regional function and serve as a collector to gather traffic from generators and move that traffic to arterials that then serve to move the traffic toward its destination. Dissimilar to that are local roads, cities and streets that serve to gather residential traffic and delivery it to CTHs.
  - Bainbridge St. South of Clinton certainly serves this function in gathering traffic from the industrial operations and delivering that traffic to CTH B. Frankly, I believe that it serves as the collector function due to the traffic generators and the nature of traffic that they generate.
  - CTH BW on the other hand serves as a local street and gathers residential traffic moving it along to CTH B.
  - At present one of the high-volume traffic generators is looking at significantly changing their business model in such a manner as would result in significantly increased truck traffic. The facilities to support that increased traffic would be better borne by the region due to its regional nature than the local town.
• CTHS are constructed and maintained to a higher standard to structurally support the movement of goods and services as well as small vehicle traffic. Typically, residential areas are not fans of truck traffic and that is certainly the case with CTH BW. If the Town of Campbell had control of CTH BW, then could then restrict truck traffic along CTH BW.

• There is a school on CTH BW and there is an identified need for additional pedestrian facilities for the use of the students attending that school. This is a situation more along the lines of the local municipalities mission than that of the County. Indeed Cities, Towns and Villages have more tools available to them to pay for such improvements.

• Due to our regional focus, Counties manage our Highway system based on our mission to gather traffic and deliver it to higher classification roadways. Cities, Towns and Villages manage their system more along the lines of what the local residents desire. In this case I propose that the Town of Campbell would be in a better position to manage CTH BW for the residents that it serves and that La Crosse County would be in a better position to manage Bainbridge St. (south of Clinton) in a fashion to enhance the regional nature of the traffic using it. We are more concerned with traffic, structural strength to support that traffic and moving that traffic efficiently to the State Highway System. The Town of Campbell is more focused on the individual needs, wants and desires of residents, i.e., driveways, landscaping, neighborhood facilities, etc.

Finally, many of the conflicts that have arisen along CTH BW amount to responsibility, control and authority; to approve driveways, to prohibit truck traffic, to drain adjacent property, speed limits, etc. I believe that this transfer would enable both entities to be best positioned to positively impact their primary customers.
Quote/Bid Form
Budgeted Items

Description of purchase: Replace Concrete Driveway with Asphalt.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Amount / Rate/Cost</th>
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<tbody>
<tr>
<td>1. Mathy Construction Company</td>
<td>$ 12.03 per square foot</td>
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<tr>
<td>2.</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>$</td>
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<tr>
<td>4.</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>$</td>
</tr>
</tbody>
</table>

Selected Vendor Number: 1

Please submit Quote Documentation with this form.
Approximately 2400 square feet planned for 2020.

Explanation of sole source purchase or of selected vendor that has not proposed the lowest bid amount/rate:
RESOLUTION #

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

ITEM #
BOARD ACTION
Adopted: ______
For: ______
Against: ______
Abstain: ______
Abs/Excd: ______
Vote Req: ______
Other Action: ______

PUBLIC WORKS & INFRASTRUCTURE COMMITTEE ACTION
Adopted: ______
For: ______
Against: ______
Abstain: ______
Abs/Excd: ______

RE: IN SUPPORT OF CHANGES TO CONDEMNATION PROCESS UNDER WISCONSIN STATUTE CHAPTER 32

WHEREAS, local governments such as counties use the process of eminent domain, otherwise known as condemnation, on a very limited basis; and

WHEREAS, the use of condemnation is for the purpose of a local government to provide for the public good; and

WHEREAS, local governments such as counties use the process on a limited basis in an effort to cooperate with landowners and out of respect for property rights; and

WHEREAS, when landowners are uncooperative, local government may be forced to use eminent domain in order to provide for the public good and or to complete critical public works projects; and

WHEREAS, pursuant to Wisconsin Statute s. 32.28, state law has established that the condemning authority shall assume responsibility for payment for all legal costs in circumstances where a jury verdict as approved by the court under Wisconsin Statute s. 32.05 (11) exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer by at least the amount in the offer and at least 15 percent; and

WHEREAS, the fifteen percent threshold is burdensome for local governments such as counties and a less restrictive threshold may be advised;

NOW, THEREFORE, BE IT RESOLVED, that we the La Crosse Board of Supervisors do hereby recommend that Wisconsin Statute s. 32.28 be modified and the aforementioned 15 percent threshold be changed to 30 percent.

BE IT FURTHER RESOLVED that this resolution shall be sent to the Wisconsin Counties Association for consideration at the Annual Business meeting to become a part of the WCA legislative platform.

FISCAL NOTE No cost to County.

Date:

PUBLIC WORKS & INFRASTRUCTURE COMMITTEE CHAIR

Reviewed Only

Recommended

Not Recommended

RECORDING CLERK

Requested By: Ralph Geary
Date Requested: May 26, 2020
Drafted By: Corporation Counsel

Adopted by the La Crosse County Board this ______ Day of ____________________________, 2020
Recommendation for Approval
Standing Committee: Public Works and Infrastructure
Department: Highway Department
Subject: Fuel Supply Service

Background information:
The purpose of this procurement process is to select a vendor to supply Diesel, Bio-diesel, and No-lead gasoline to the La Crosse County Highway Department for 36 months beginning on July 1st, 2020.

The La Crosse County Highway Department has an onsite Diesel storage tank capacity of 10,000 gallons and a No-lead gas storage tank capacity of 5,000 gallons. The diesel tank is not filled above 9,200 gallons and the No-lead gas storage is not filled above 4,400 gallons to account for possible expansion during warm weather. The three (3) average annual usage for Diesel is 110,000 gallons and No-lead is 11,000 gallons.

La Crosse County will pay the wholesale terminal price per gallon at the time the fuel is needed. The RFP will establish a defined cost for transportation services and defined mark-up per gallon. The defined transportation costs is a monetary amount per gallon of fuel.

Evaluation information:
The RFP was placed on the County RFP webpage and a legal notice was advertised in the La Crosse Tribune. The RFP was sent directly to five (5) fuel supply vendors and placed on the DemandStar website. The Highway Department received four (4) proposals. An evaluation team consisting of the Assistant Highway Commissioner, Shop Superintendent, Shop Foreperson and the Purchasing Manager reviewed the proposal. The proposals were evaluated on the following criteria:

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<tr>
<td>Cost</td>
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<tr>
<td>Total</td>
<td>100 points</td>
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<table>
<thead>
<tr>
<th>Vendor</th>
<th>Evaluation Score</th>
<th>Mark-up per gallon Terminal price</th>
<th>Transportation Services from terminal Eyota, MN</th>
<th>Transportation Services from terminal McFarland</th>
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<tbody>
<tr>
<td>HTP Energy</td>
<td>96</td>
<td>$.0025</td>
<td>.0469 Diesel .0404 No-lead</td>
<td>$.08256 Diesel $.07116 No-lead</td>
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<td>Allied Fuel</td>
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<td>$.0045</td>
<td>$.04435 Diesel $.04435 No-lead</td>
<td>$.07541 Diesel $.07541 No-lead</td>
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<tr>
<td>Vendor</td>
<td>Rating</td>
<td>Price per Gallon</td>
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<td></td>
<td></td>
<td>$.040 Diesel</td>
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<td>$.046 No-lead</td>
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<td></td>
<td></td>
<td>$.0491 No-lead</td>
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</table>

Primary strengths of recommended vendor:

1. Transportation Company servicing this account is local
   - Based in Onalaska
   - Transportation company is owned by the Mathy Company
2. HTP Energy contact is local
   - Based in Onalaska
3. Highway Department has an outstanding previous and ongoing relationship with parent organization
   - Mathy Company owns HTP Energy

**Recommendation / Action Requested:**
Based on the evaluation scores, the evaluation team recommends HTP Energy as the fuel supply provider.
RESOLUTION #

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

RE: APPROVAL OF STORMWATER DRAINAGE EASEMENT TO SCANNELL PROPERTIES #424, LLC

WHEREAS, La Crosse County has constructed a retention basin on the land adjacent to the Solid Waste Department and landfill which qualifies as a stormwater management facility; and,

WHEREAS, in January of 2020, the La Crosse County Board approved the development of a stormwater management agreement with future developers of the land adjacent to the retention basin (Resolution 55-1/20); and,

WHEREAS, La Crosse County will be finalizing a stormwater management agreement with Scannell Properties #424, LLC; and

WHEREAS, there is a need for an easement to accommodate the drainage of stormwater from the property being purchased/owned by Scannell Properties #424, LLC and adjoining County-owned property adjacent to the retention basin; and,

WHEREAS, the easement will consist of a stormwater drainage easement over the existing retention pond located on a parcel of land located in the SE-SW of Section 1 and the NE-NW of Section 12 all in Town 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, the top of the bank of said retention pond; and,

WHEREAS, a more complete legal description as approved by Corporation Counsel will be included in the recorded easement;

NOW THEREFORE BE IT RESOLVED that the La Crosse County Board hereby approves the creation of an approximately 3.3 acre perpetual non-exclusive easement described above allowing stormwater drainage across the County-owned property;

BE IT FURTHER RESOLVED, that the County Board Chair and County Clerk are authorized to sign any documents necessary to effectuate this resolution, after approval by Corporation Counsel.

FISCAL NOTE: No cost to the County.

Date:

PUBLIC WORKS & INFRASTRUCTURE COMMITTEE CHAIR

Reviewed Only Recommended Not Recommended
Co. Admin. Fin. Director Corp. Counsel Board Chair

Adopted by the La Crosse County Board this Day of ____________________________, 2020

RECORDING CLERK

Requested By: Charlie Handy
Date Requested: May 21, 2020
Drafted By: Corporation Counsel
A storm water easement over an existing retention pond located on a parcel of land located in the SE-SW of Section 1 and the NE-NW of Section 12 all in Town 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, the top of the bank of said retention pond is described as follows:

Commencing at the southwest corner of Section 1 Town 16 North, Range 7 West;

thence N81°47'15"E, a distance of 1745.24 feet to a point on a curve on the south right of way line of Berlin Drive, also being the point of beginning;

thence easterly along said south right of way line, along the arc of a curve concave to the south, (the long chord of which bears N75°52'33"E, having a chord length of 187.66', and a delta angle of 23°10'59") a distance of 188.94 feet;

thence along said south right of way line N87°28'29"E a distance of 52.46 feet;

thence S01°56'59"E a distance of 389.49 feet;

thence S06°45'22"W a distance of 244.57 feet;

thence S20°37'41"W a distance of 108.06 feet;

thence S43°23'50"W a distance of 45.45 feet;

thence S59°24'50"W a distance of 81.55 feet;

thence N77°27'02"W a distance of 24.08 feet;

thence N31°32'39"W a distance of 46.88 feet;

thence N12°35'56"E a distance of 172.99 feet;

thence N03°53'16"W a distance of 271.34 feet;

thence N10°26'32"W a distance of 279.60 feet to the point of beginning.

Said easement contains 3.3 acres of land more or less.
DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “Easement”), effective as of the _____ day of __________, 2020, is by and THE COUNTY OF LA CROSSE, WISCONSIN (the “Grantor”) having an office address at 400 La Crosse Street, La Crosse, Wisconsin 54601, Attn: City Attorney, and SCANNELL PROPERTIES #424, LLC, an Indiana limited liability company (“Grantee”) having an office address of 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240, Attn: General Counsel. The following statements are a material part of this Easement:

WHEREAS, Grantor is the owner in fee simple title of that certain real property located in La Crosse County, Wisconsin, adjacent to the Grantee Parcel (as defined below), which real property is legally described on Exhibit A, attached hereto and made a part hereof (the “Grantor Parcel”);

WHEREAS, Grantee is the owner in fee simple title of that certain real property located in La Crosse County, Wisconsin, adjacent to the Grantor Parcel, which real property is legally described on Exhibit B, attached hereto and made a part hereof (the “Grantee Parcel”);

WHEREAS, Grantor desires to create upon the terms and conditions provided herein, a non-exclusive easement for encumbering portions of the Grantor Parcel as more particularly described and depicted on Exhibit C (the “Easement Area”) attached hereto, for drainage purposes for the benefit of the Grantee Parcel;

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made and agreed to by the parties:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Drainage Easement. Grantor does hereby create, grant, and convey unto Grantee, its contractors, tenants, invitees, successors, and assigns, a perpetual, non-exclusive easement (the “Drainage Easement”) in common with Grantor and all others to whom Grantor has granted or may hereafter grant rights, under, over, upon, and across the Easement Area for the sole purposes of providing storm and surface water drainage and/or runoff from and for the benefit of the Grantee Parcel as such Grantee Parcel may be used, developed and/or redeveloped from time to time.
(collectively, the “Permitted Uses”). The Drainage Easement and all rights in and to the Drainage Easement are appurtenant to the Grantee Parcel. Any uses of the Easement Area by Grantee other than the Permitted Uses are prohibited without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

3. **Use of Easement Areas.** Grantee will have the right of ingress and egress across the Easement Area and such ingress and egress will be exercised in a reasonable manner. The Easement Area may be used by Grantor for landscaping or other purposes that do not then and will not later interfere with the Permitted Uses.

4. **Warranties of Title, Further Assurances.** Grantor warrants that Grantor has good and indefeasible fee simple title to the Easement Area and that Grantor has the full right and lawful authority to grant this Easement.

5. **Running of Benefits.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of Grantor and Grantee.

6. **Default.** If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about the Easement Area, in each case after written notice, the other party may, at its election (and in addition to any other remedies at law or in equity), cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

7. **Construction.** The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

8. **Notice.** All notices shall be in writing and sent by certified mail, return receipt requested, or by nationally-recognized overnight courier service, with all charges prepaid, to the addresses provided for in the first paragraph of this Easement and shall be deemed given when received by the addressee. Either parties notice address may be changed at any time by giving notice to the other party.

9. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Wisconsin.

[Signature pages follow.]
SIGNATURE PAGE OF GRANTOR TO
DRAINAGE EASEMENT AGREEMENT

THE COUNTY OF LA CROSSE, WISCONSIN

By: ________________________________

Printed: ____________________________

Title: ______________________________

STATE OF WISCONSIN  )
COUNTY OF La CROSSE  ) SS.

Before me, a Notary Public in and for said County and State, personally appeared __________________, the ____________ of THE COUNTY OF LA CROSSE, WISCONSIN, who acknowledged the execution of the foregoing Drainage Easement Agreement for and on behalf of said ________.

Witness my hand and Notarial Seal this ____ day of _________, 2020.

(SEAL)

Printed Name: ______________________________

Notary Public
SIGNATURE PAGE OF GRANTEE
TO
DRAINAGE EASEMENT AGREEMENT

SCANNELL PROPERTIES #424, LLC,
an Indiana limited liability company

By: _____________________________
    Marc Pfleging, Manager

STATE OF INDIANA  )
    ) SS:
COUNTY OF MARION  )

Before me, a Notary Public in and for said County and State, personally appeared Marc Pfleging, the Manager of Scannell Properties #424, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Easement for and on behalf of said company.

Witness my hand and Notarial Seal this ____ day of ________________, 2020.

(SEAL)

Printed Name: ____________________________
    Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

Lot ____, Certified Survey Map No. ___, filed in the Office of the Register of Deeds for La Crosse County, Wisconsin on _____, 2020, in Volume ___ on Page ___, as Document No. ______, being Part of the SW 1/4 of the SW 1/4, Part of the SE 1/4 of the SW 1/4, Part of the SW 1/4 of the SE 1/4, All in Section One (1), Township Sixteen (16) North, Range Seven (7) West, City of La Crosse, La Crosse County, Wisconsin.
EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PARCEL

Lot ____, Certified Survey Map No. ___, filed in the Office of the Register of Deeds for La Crosse County, Wisconsin on _____, 2020, in Volume ___ on Page ___, as Document No. ______, being Part of the SW 1/4 of the SW 1/4, Part of the SE 1/4 of the SW 1/4, Part of the SW 1/4 of the SE 1/4, All in Section One (1), Township Sixteen (16) North, Range Seven (7) West, City of La Crosse, La Crosse County, Wisconsin.
EXHIBIT C

EASEMENT AREA LEGAL DESCRIPTION & DEPICTION

North – South Drainage Easement Depiction:
**North – South Drainage Easement Area:**

Being a part of Lot 1, Certified Survey Map, Volume 17, Page 33, Document No. 1690333, located in the Southeast ¼ of the Southwest ¼ of Section 1, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Being a strip of land 12.5 feet in width lying westerly of and adjacent to the following described line.

Commencing at the South ¼ Corner of said Section 1; Thence N01°21’26”W along the North – South ¼ line of said Section 1 a distance of 489.22 feet to the southerly boundary of said Lot 1; Thence S87°28’25”W 0.32 feet along the southerly line of said Lot 1 to the point of beginning of the line to be described; Thence N02°31’35”W 697.73 feet to the north line of said Lot 1 and said line there terminating.

The sidelines of said strip of land are to be prolonged or shortened to terminate on the north and south lines of said Lot 1.
East – West Drainage Easement Depiction:
East – West Drainage Easement Area:

Being a part of Lot 1, Certified Survey Map, Volume 17, Page 33, Document No. 1690333, located in the Southeast ¼ of the Southwest ¼ of Section 1, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the South ¼ Corner of said Section 1; Thence N01°21’26”W along the North – South ¼ line of said Section 1 a distance of 489.22 feet to the southerly boundary of said Lot 1; Thence S87°28’25”W 0.32 feet along the southerly line of said Lot 1; Thence N02°31’35”W 10.00 feet to the point of beginning; Thence S87°28’25”W 718.36 feet; Thence 46.11 feet along the arc of a curve concave to the south with a radius of 543.00 feet and a chord which bears S85°02’27”W 46.09 feet; Thence N07°23’31”W 30.00 feet; Thence 48.66 feet along the arc of a curve concave to the south with a radius of 573.00 feet and a chord which bears N85°02’27”E 48.64 feet; Thence N87°28’25”E 718.36 feet; Thence S02°31’35”E 30.00 feet to the point of beginning.
CONSENT OF MORTGAGEE

The undersigned, ________________, being the holder of an existing mortgage and other security on real estate currently owned by ________________, hereby consents to the recording of the above Drainage Easement Agreement, and further agrees that its mortgage and other security with respect to the real estate shall be subordinate and subject to the provisions of the Drainage Easement Agreement and Exhibits attached thereto; provided, however, except and to the extent that the mortgage and other security are subordinated by this Consent, such mortgage and other security shall remain in full force and effect.

EXECUTED this ___ day of ________________, 2020.

________________________________
Signature:
Printed:
Title:

STATE OF _____________ )
) SS.
COUNTY OF _____________)

On ________________, 2020, before me, ________________, personally appeared ________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

________________________________ (Seal)
RESOLUTION #

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

ITEM #
BOARD ACTION
Adopted: 
For: 
Against: 
Abstain: 
Abs/Excd: 
Vote Req: 
Other Action: 

PUBLIC WORKS & INFRASTRUCTURE COMMITTEE ACTION
Adopted: 
For: 
Against: 
Abstain: 
Abs/Excd: 

RE: APPROVAL OF UTILITY EASEMENT TO NORTHERN STATES POWER COMPANY (NSP)

WHEREAS, Xcel Energy/NSP is requesting a 10' wide utility easement on property owned by La Crosse County at 920 Garland Avenue in the Village of West Salem; and,

WHEREAS, the easement shall consist of a 10' wide utility easement parallel with, adjoining and easterly of the westerly property line of the County owned property described as Lot Three (3) of La Crosse County Certified Survey Map filed in Volume 16, on Page 28, as Document No. 1639199, Village of West Salem, La Crosse County, Wisconsin.

WHEREAS, the easement is needed for the installation of necessary cables, wires, conduits and other equipment necessary for the purpose of conducting electricity, light and communication impulses; and,

NOW THEREFORE BE IT RESOLVED that the La Crosse County Board does hereby approve the granting of an electric underground disbursement easement over the 10' wide strip of County owned land as described above to NSP;

BE IT FURTHER RESOLVED, that the County Board Chair is authorized to sign any documents necessary to effectuate this resolution, after approval by Corporation Counsel.

FISCAL NOTE: NSP is providing compensation of $592.79 which will be deposited in org. 100.160.1000.48900.01 Misc. Revenue.

Date: __________________________________________

PUBLIC WORKS & INFRASTRUCTURE COMMITTEE CHAIR

Reviewed Only
Co. Admin. 
Fin. Director 
Corp. Counsel 
Board Chair 

Recommended

Not Recommended

RECORDING CLERK

Requested By: Jim Speropoulos
Date Requested: May 28, 2020
Drafted By: Corporation Counsel

Adopted by the La Crosse County Board this _______ Day of __________________________, 2020