

AMENDED AND RESTATED GUNDERSEN LUTHERAN DEVELOPMENT AGREEMENT

This Amended and Restated Gundersen Lutheran Development Agreement (hereafter "Agreement") is made by and among the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("City"), and Gundersen Lutheran Administrative Services, Inc., a Wisconsin nonprofit corporation, located at 1900 South Avenue, La Crosse, WI 54601, individually and as agent for Gundersen Clinic, Ltd., a Wisconsin nonprofit corporation and multi-specialty group practice with its principal offices at 1836 South Avenue, La Crosse, WI 54601, and Gundersen Lutheran Medical Center, Inc., a Wisconsin nonprofit corporation and tertiary hospital with its principal offices at 1910 South Avenue, La Crosse, WI, 54601, (collectively referred to as "Developer").

This space is reserved for recording data

Return to

City Attorney  
400 La Crosse Street  
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, on August 31, 2006, the City and Developer entered into a Development Agreement ("Initial Development Agreement"), to reclaim surface parking, eliminate blight, increase tax base through mixed uses, alleviate traffic congestion, maintain the character of the City's neighborhoods and retain jobs within the City of La Crosse;

Whereas, the Initial Development Agreement provided for the construction and development of certain buildings and/or improvements with a mixed commercial and residential use within the Gundersen Campus and TID # 14 under certain conditions;

Whereas, the Initial Development Agreement and TID Project Plan initially provided for the construction and development of (1) one or more Parking Ramps; (2) hotel; (3) restaurant; (4) Gund Brewery housing project; and (5) Habitat for Humanity homes ("Initial Base Development Property");

Whereas, to induce Developer to undertake the Initial Base Development Property and other development projects and to advance funds on behalf of the City for project costs, the City agreed to reimburse Developer through cash grants subject to the satisfaction of certain conditions;

Whereas, the City agreed to provide cash grants to Developer related to the Initial Base Development Property in TID #14 within the Gundersen Campus subject to the satisfaction of certain conditions;

Whereas, the Initial Development Agreement also provided that the City agreed to provide additional cash grants to Developer related to Additional Gundersen Campus Development in Excess of Base Development Amount, as defined in the Initial Development Agreement, in TID #14 within the Gundersen Campus subject to the satisfaction of certain conditions;

Whereas, the Initial Development Agreement also provided that the City agreed to provide development incentive cash grants to Developer to promote or advance a development by other entities within the Gundersen Campus in TID #14 subject to the satisfaction of certain conditions;

**Whereas**, the Initial Development Agreement also provided that the City agreed to provide appreciation incentive cash grants to Developer for newly created tax increment within the Gundersen Campus in TID #14 subject to the satisfaction of certain conditions;

**Whereas**, the parties have been in discussion since January 2007 with respect to re-defining the Base Development Property and the Additional Gundersen Campus Development in Excess of Base Development Amount;

**Whereas**, it is necessary to amend and restate the Initial Development Agreement;

**Whereas**, this Agreement shall supersede and replace the Initial Development Agreement;

**Whereas**, the goals for TID #14 and Real Estate include encouraging private development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

**Whereas**, Section 66.1105, Wis. Stat., empower cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

**Whereas**, the City has found and determined that: (1) the economic vitality of TID #14 and Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of TID #14 and Real Estate through the construction of the Project is an integral part of the commercial, retail and leisure pastime needs of City residents and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

**Whereas**, the City finds and determines that the development and improvement of the Project, Real Estate and TID #14 shall: (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the terms and conditions of this Agreement;

**Whereas**, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #14;

**Whereas**, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the TID Project Plan through the use of cash grants and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

**Whereas**, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

**Whereas**, Developer declares that "but for" this Agreement, it would not undertake the Project;

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

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

**TABLE OF CONTENTS**

<b>ARTICLE I – PURPOSE; LAND; DEFINITIONS; EXHIBITS</b>	<b>Page</b>
Section 1.1 Land Affected .....	5
Section 1.2 Purpose of Agreement .....	5
Section 1.3 Certain Definitions .....	5
Section 1.4 Exhibits .....	12
 <b>ARTICLE II – DEVELOPER OBLIGATIONS</b>	
Section 2.1 Develop the Real Estate and Project .....	12
Section 2.2 Local Subcontractors .....	14
Section 2.3 Compliance with Planning and Zoning; Use.....	14
Section 2.4 Maintenance and Repair.....	14
Section 2.5 Taxes .....	14
Section 2.6 Easements .....	15
Section 2.7 Insurance .....	15
Section 2.8 Indemnity.....	15
Section 2.9 Utilities .....	16
Section 2.10 Restrictions .....	16
Section 2.11 Record Retention .....	16
Section 2.12 Parking .....	16
Section 2.13 Job Retention/Maintenance .....	16
Section 2.14 Repair and/or Replacement of Infrastructure .....	17
Section 2.15 Reinvested Contribution .....	17
 <b>ARTICLE III – CITY OBLIGATIONS</b>	
Section 3.1 Cash Grants .....	17
Section 3.2 Certificate of Completion .....	19
Section 3.3 Assistance with Zoning Changes .....	19
Section 3.4 City Performance Subject to Required Government Approvals .....	19
Section 3.5 Subsequent Phases .....	20
Section 3.6 VIP Trail to South Avenue .....	20
 <b>ARTICLE IV – JOINT OBLIGATIONS OF DEVELOPER AND CITY</b>	
Section 4.1 Joint Neighborhood-Campus Plan (“Joint Plan”).....	20
Section 4.2 Joint Development Corporation.....	20
Section 4.3 Annual Review of Project Plans, Service Delivery Costs, Development Agreement Compliance, Contribution Disbursements, and Reinvested Contribution Disbursements .....	20

**ARTICLE V – CONDITIONS PRECEDENT TO CITY OBLIGATIONS**

Section 5.1	No Violation or Default .....	21
Section 5.2	Plans and Specifications .....	21
Section 5.3	Insurance .....	21
Section 5.4	Approvals and Permits .....	21

**ARTICLE VI – CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS**

Section 6.1	No Violation or Default.....	21
Section 6.2	Condition .....	21

**ARTICLE VII – REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 7.1	No Material Change .....	22
Section 7.2	Taxes .....	22
Section 7.3	Compliance with Zoning .....	22
Section 7.4	Payment .....	22
Section 7.5	Certification of Facts .....	22
Section 7.6	Good Standing .....	22
Section 7.7	Due Authorization .....	22
Section 7.8	No Conflict .....	22
Section 7.9	No Litigation .....	22
Section 7.10	No Default .....	23
Section 7.11	Fees and Commissions .....	23
Section 7.12	Compliance with Plans .....	23
Section 7.13	No Changes .....	23
Section 7.14	Inspection of Project .....	23
Section 7.15	Notification .....	23
Section 7.16	Correction of Defects .....	23
Section 7.17	Not for Speculation .....	23

**ARTICLE VIII – DEFAULT**

Section 8.1	Developer's Default .....	24
Section 8.2	City's Default .....	24
Section 8.3	Mediation of Disputes Required .....	25

**ARTICLE IV – MISCELLANEOUS PROVISIONS**

Section 9.1	Assignment .....	25
Section 9.2	Nondiscrimination .....	25
Section 9.3	No Personal Liability .....	25
Section 9.4	Force Majeure .....	25
Section 9.5	Parties and Survival of Agreement .....	26
Section 9.6	Implementation Schedule and Time of the Essence .....	26
Section 9.7	Notices .....	26
Section 9.8	Governing Law .....	26
Section 9.9	Conflict of Interest .....	26
Section 9.10	Execution in Counterparts .....	27

Section 9.11	Disclaimer Relationships .....	27
Section 9.12	Severability .....	27
Section 9.13	Termination .....	27
Section 9.14	Memorandum of Agreement .....	28
Section 9.15	Covenants Running with Land .....	28
Section 9.16	Amendments .....	28
Section 9.17	Time Computation .....	28
Section 9.18	Jury Trial .....	28
Section 9.19	Construction .....	28
Section 9.20	Incorporation of Proceedings and Exhibits .....	28
Section 9.21	Entire Agreement .....	28
Section 9.22	Execution of Agreement .....	28

**EXHIBITS**

Exhibit A	Real Estate
Exhibit B	Description of Project
Exhibit C	Description of Public Improvements
Exhibit D	Construction Schedule
Exhibit E	Monetary Obligation Example
Exhibit F	Maps
Exhibit G	Calculation of Base Development Amount and Cash Grants
Exhibit H	Living Wage Resolution

**ARTICLE I**

**PURPOSE; LAND; DEFINITIONS; EXHIBITS**

**1.1. Land Affected.** The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within the boundaries of TID #14:

The Real Estate (**Exhibit A**) and certain public streets and rights-of-way serving the same.

**1.2. Purpose of the Agreement.** In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job retention and to expand and enhance the tax base within the City, the City intends to undertake certain project costs and public improvements necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate and Project as well as pay cash grants to Developer under the terms and conditions of this Agreement. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Real Estate Plan and as approved by the City Plan Commission.

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

- a. "Additional Gundersen Campus Development in Excess of Base Development Property" means (1) a hotel; and (2) a restaurant, which is used to calculate cash grants under Section 3.1(b) of this Agreement.

- b. "Agreement" means this Amended and Restated Gundersen Lutheran Development Agreement by and between the City and Developer, as amended and supplemented from time to time.
- c. "Base Development Amount" means the Twenty Five Million One Hundred Seven Thousand Seven Hundred Dollars (\$25,107,700.00) of Value Increment from the Base Development Property, excluding the second Parking Ramp with a minimum of 600 parking stalls, caused by Developer within the Real Estate and TID #14 as identified on **Exhibit G**. The Base Development Amount is used to calculate cash grants under Section 3.1(a) of this Agreement and is subject to change annually as determined by City Assessor using professionally accepted appraisal practices, tax assessment definitions, rules, procedures and the Wisconsin Property Assessment Manual.
- d. "Base Development Property" means (1) a Parking Ramp with a minimum of 500 parking stalls; (2) a second Parking Ramp with a minimum of 600 parking stalls; (3) Clinic Expander/Extender; (4) Data Center; (5) Gund Brewery housing project; (6) Habitat for Humanity homes; and (7) Green Bay Building.
- e. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.
- f. "Construction Schedule" means the construction timetable set forth on **Exhibit D**.
- g. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development of the Project and for which the Monetary Obligation is incurred.
- h. "Developer" means Gundersen Lutheran Administrative Services, Inc., a Wisconsin nonprofit corporation, individually and as agent for Gundersen Clinic, Ltd., a Wisconsin nonprofit corporation and multi-specialty group practice, and Gundersen Lutheran Medical Center, Inc., a Wisconsin nonprofit corporation and tertiary hospital.
- i. "Financing Costs" has the same meaning as provided in Section 1.3(m)(1) of this Agreement.
- j. "Job" means a position or employment classification employed by Developer on a Full-time Basis, where such position or employment classification may be worked by one (1) or more of Developer's employees. "Full-time Basis" means two thousand eighty (2080) hours of actual work per calendar year. In calculating such Jobs, only actual hours worked shall be counted rather than time-and-a-half, double time, or any other multiple of actual work hours paid. Such Jobs shall comply with the City's living wage requirements as per the 2003 Second Amended Resolution of the Common Council attached as **Exhibit H**.

"Job" excludes such positions or employment classifications that thwart or circumvent the job maintenance provisions of this Agreement. Such Jobs shall exclude positions or employment classifications that are relocated to this Project from elsewhere within the corporate limits of the City of La Crosse from any other employer. Such Jobs shall also exclude Developer's relocation of Jobs between its various facilities within the corporate limits of the City of La Crosse. Jobs created by Developer meeting this definition shall apply toward the job maintenance requirement of this Agreement. Nothing in this definition

prohibits Developer from competing for labor within the labor market against other employers located within the corporate limits of the City of La Crosse.

- k. "Joint Development Corporation" means the corporate entity jointly organized by Developer and City to oversee the partnership development between the City and Developer including, but not limited to, the development outlined in the Joint Plan.
- l. "Joint Plan" means the Joint Neighborhood-Campus Plan, which is further described in Section 4.1.
- m. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of Twenty One Million Four Hundred Thousand Dollars (\$21,400,000.00), including Financing Costs, that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of TID #14; more specifically:
  - (1) Calculation. The City shall be obligated to pay an amount calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) Twenty One Million Four Hundred Thousand Dollars (\$21,400,000.00), including Financing Costs; or (b) the actual Tax Increment resulting from an increase in the real property tax base from the Project for the duration of TID #14. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2007- until closure of TID #14 in 2026, or 2029 if the TID is extended, and the maximum Twenty One Million Four Hundred Thousand Dollars (\$21,400,000.00), including Financing Costs, shall be retained by the City. "Financing Costs" means an amount equal to the interest incurred on a loan to finance the actual cost of construction, provided that the actual combined cost of construction and financing of the Parking Ramp for purposes of determining cash grants shall not exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000.00), of which Four Million Five Hundred Thousand Dollars (\$4,500,000.00) is currently estimated as financing costs and Fourteen Million Dollars (\$14,000,000.00) is currently estimated as other direct construction costs. The actual financing costs may change based on a change to other direct construction costs. For example, if the actual other direct construction costs are only Thirteen Million Dollars (\$13,000,000.00), then the maximum actual financing costs that could be paid through cash grants shall not exceed Five Million Five Hundred Thousand Dollars (\$5,500,000.00). Notwithstanding any other provision of this Agreement, financing costs for the Parking Ramp to be paid by cash grants shall not exceed Six Million Dollars (\$6,000,000.00).
  - (2) Disbursement Date. After determining the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #14 by law, whichever occurs first.

- (3) Conditions. The City's obligation to make Contributions on the Monetary Obligations is conditioned on:
  - (a) The determination by the City Assessor of compliance with the tax guarantee in Section 2.5(b) of this Agreement;
  - (b) The timely payment of taxes when due by Developer;
  - (c) Substantial Completion of the Project in accordance with the Real Estate Plan and Construction Schedule;
  - (d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of Financing Costs and any other supporting documentation as requested by the Finance Director and Board of Public Works. Said submissions shall be in form and content acceptable to the Finance Director and Board of Public Works and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement;
  - (e) Continued compliance with the provisions of this Agreement by Developer; and
  - (f) The use of cash grants for eligible project costs under the Tax Incremental Law.
- (4) Example Exhibit. An example of the Monetary Obligation is attached as **Exhibit E**.
- (5) Not General Obligation. For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.
- (6) No Acceleration. Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal



proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.

- (7) Limitations. The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #14 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the Monetary Obligation if this Agreement terminates. In the event Developer fails to comply with any provision of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery of any Contribution that has already been paid or disbursed.
  - (8) Administration. The parties acknowledge and agree that the City incurs continuing administrative and professional service costs under this Agreement. The City shall allocate six percent (6%) of any Reinvested Contribution as calculated herein to offset said costs.
- n. "Plans and Specifications" means the plans and specifications developed for the Project.
  - o. "Project" means the development and improvement of the Real Estate by the construction of any or all of the Base Development Property and Additional Gundersen Campus Development in Excess of Base Development Property all as described in more detail on **Exhibit B** and in accordance with the Real Estate Plan. The term, "Project" excludes personal property.
  - p. "Real Estate Plan" means the Real Estate Plan for the Real Estate prepared by Developer and approved by the City Plan Commission as well as all subsequent revisions thereto that is prepared by Developer and approved by the City Plan Commission.
  - q. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project set forth on **Exhibit C**.
  - r. "Real Estate" means the real property described in **Exhibit A**.
  - s. "Reinvested Contribution" means a partial amount of the Contribution that is either repaid by the Developer to the City or retained by the City under the terms and conditions of this Agreement; more specifically:
    - (1) Calculation. Except as otherwise provided in Section 2.15 of this Agreement, for all years during which a Contribution is paid to Developer, the Reinvested Contribution shall be fifteen percent (15%) of the Contribution.
    - (2) Allocation. The Reinvested Contribution shall be used to satisfy the following obligations of Developer:
      - (a) Joint Development Corporation. The sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be placed into the Joint Development Corporation as start-up capital to fulfill its mission.

- (b) New Housing. A sum up to One Million Dollars (\$1,000,000.00) shall be contributed to the Joint Development Corporation during the life of TID #14 to be used towards, among other things, new housing construction subject to City housing replacement standards and in accordance with the Joint Plan.
  - (c) Joint Neighborhood-Campus Plan. Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of Fifty Thousand Dollars (\$50,000.00) for the development of the Joint Plan.
  - (d) Streetscaping, Corridor Enhancements and Railroad Improvements. Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for all streetscaping and street lighting in the area bound by and including the full intersections of (a) 3<sup>rd</sup> Street/4<sup>th</sup> Street/South Avenue from Jackson Street to West Avenue; (b) Green Bay Street from South Avenue to West Avenue; (c) 7<sup>th</sup> Street from Cook Street to Adams Street; and (d) railroad safety improvements at (i) the 7<sup>th</sup> Street crossing and (ii) the Sims Place crossing.
  - (e) Bluff Slough/Swift Creek. Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of One Hundred Sixty Five Thousand Dollars (\$165,000.00) for each ten (10) year period until the end of the TID #14 for future bluff slough/Swift Creek work including, without limitation, dredging, clean up, long-term solutions and hydraulic studies.
  - (f) Park Improvements. Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of Seven Hundred Thousand Dollars (\$700,000.00) for improvements to (a) Green Island Park; (b) Hood Park; (c) 7<sup>th</sup> Street Boat Landing; (d) Little Houska Park; (e) Southside Neighborhood Center; (f) VIP trail connection; (g) 7<sup>th</sup> and Farnam basketball and tennis courts.
  - (g) VIP Trail Connection. Developer shall contribute thirty percent (30%) of the funds spent by the City not to exceed the sum of One Hundred Five Thousand Dollars (\$105,000.00) for trail connection costs.
- (3) Disbursement Date. The Developer shall pay or the City shall retain the Reinvested Contribution contemporaneously with the City's payment of the Contribution.
  - (4) Conditions. The Developer's obligation to make Reinvested Contributions is conditioned on: (a) the City's compliance with the provisions of this Agreement; and (b) the use of the Reinvested Contribution for costs

identified under Sections 1.3(s)(2) and 1.3(m)(8). In the event the City obtains a waiver from the Federal Railroad Administration, or other appropriate agency or authority, from having to make quiet zone improvements as described in Section 1.3(s)(2)(d), the City is not obligated to spend Reinvested Contributions on that part of the costs associated with railroad safety improvements. The remainder, if any, of the aggregate Reinvested Contributions and any final aggregate costs under Sections 1.3(s)(2) and 1.3(m)(8) shall be retained and/or used by the City in its sole discretion.

- (5) Example Exhibit. An example of the Reinvested Contribution is attached as **Exhibit E**.
  - (6) No Acceleration. Except as provided in Section 2.15 of this Agreement, the City has no right to accelerate the payment of the Reinvested Contribution.
  - (7) Limitations. The Developer has no obligation to make payments of the Reinvested Contribution in excess of the amount of fifteen percent (15%) unless otherwise agreed to in a subsequent amendment to this Agreement or as provided in Section 2.15 of this Agreement. The Developer has no obligation to make payments of the Reinvested Contribution if this Agreement terminates.
- t. "Signature Date" has the same meaning as provided in Section 9.22 of this Agreement.
  - u. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, except for punch list items, exterior painting, landscaping and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.
  - v. "Tax Increment" means the tax increment received by the City with respect to the Project which is generated by TID #14.
  - w. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.
  - x. "TID #14" means the Tax Incremental Financing District Number 14 of the City of La Crosse.
  - y. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #14, including all approved amendments thereto.

- 1.4. **Exhibits.** The following exhibits are hereby attached to and incorporated into this Agreement:
- a. **Exhibit A.** Real Estate
  - b. **Exhibit B.** Description of Project
  - c. **Exhibit C.** Description of Public Improvements
  - d. **Exhibit D.** Construction Schedule
  - e. **Exhibit E.** Monetary Obligation Example
  - f. **Exhibit F.** Maps
  - g. **Exhibit G.** Calculation of Base Development Amount and Cash Grants
  - h. **Exhibit H.** Living Wage Resolution

## ARTICLE II

### DEVELOPER OBLIGATIONS

2.1. **Develop the Real Estate and Project.** Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Real Estate Plan, Section 1.3.s(2), and the Construction Schedule.

- a. **Hotel and Restaurant.** Developer shall construct or cause the construction of a hotel and restaurant in accordance with the determinations of the Joint Plan within thirty-six (36) months after completion of the Joint Plan. In the event the Joint Plan has determined that a hotel and/or restaurant are not feasible, then Developer need not construct or cause the construction of the same.
- b. **Parking Ramp/ Surface Parking.** Developer shall update its parking study (a) relative to all projects and plans within the Joint Plan; and (b) to provide the specific information and scope as needed by the City's Planning and Public Works Department. Developer shall not expand or cause the expansion of surface parking except as provided in the Joint Plan. Developer shall work together with the City and the Joint Development Corporation to reduce existing surface parking in accordance with the Joint Plan.
- c. **Streetscaping and Corridor Enhancements/Railroad Improvements.** Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for all streetscaping and street lighting in the area bound by and including the full intersections of (a) 3<sup>rd</sup> Street/4<sup>th</sup> Street/South Avenue from Jackson Street to West Avenue; (b) Green Bay Street from South Avenue to West Avenue; (c) 7<sup>th</sup> Street from Cook Street to Adams Street; and (d) railroad safety improvements at (i) the 7<sup>th</sup> Street crossing and (ii) the Sims Place crossing.
- d. **Bluff Slough/Swift Creek Work.** Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of One Hundred Sixty Five Thousand Dollars (\$165,000.00) for each ten (10) year period during the life of TID #14 for future bluff

slough/Swift Creek work including, without limitation, dredging, clean up, long-term solutions and hydraulic studies.

- e. **Park Improvements.** Developer shall match funds spent by the City on an equal cost share basis not to exceed the sum of Seven Hundred Thousand Dollars (\$700,000.00) for improvements to (a) Green Island Park; (b) Hood Park; (c) 7<sup>th</sup> Street Boat Landing; (d) Little Houska Park; (e) Southside Neighborhood Center; (f) VIP trail connection; (g) 7<sup>th</sup> and Farnam basketball and tennis courts.
- f. **Legal Description Updates.** Developer shall use its best efforts to bring its properties legal descriptions up-to-date to the satisfaction of the City Assessor and Chief Inspector by July 31, 2012. The City Assessor shall provide a list of corrections to Developer that need to be made.
- g. **Acquisition of Property Outside Gundersen Campus Boundaries.** Developer agrees not to acquire real property outside the Gundersen Campus boundaries as defined within the Joint Plan and further defined within a specific area surrounding the Gundersen Campus without the prior consent of the City. The acquisition area is specifically defined as per the map attached as **Exhibit F**.
- h. **VIP Trail to South Avenue.** City shall connect the VIP Trail to South Avenue within one (1) year of (a) obtaining a grant for at least seventy percent (70%) of the project costs; and (b) obtaining all necessary easements at not cost to the City. Developer shall contribute thirty percent (30%) of the funds spent by the City not to exceed the sum of One Hundred Five Thousand Dollars (\$105,000.00) for trail connection costs.
- i. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project with Substantial Completion in accordance with the Construction Schedule set forth on **Exhibit D**.
- j. **Rights of Access.** Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Real Estate Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.
- k. **Property for Public Streets and Public Improvements.** Developer shall dedicate and/or transfer or convey all public streets, public rights-of-way and all necessary sewer and water utilities within the Real Estate, as depicted in the Real Estate Plan, as finalized, to the City.
- l. **Real Estate Plan.** Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Real Estate Plan setting forth all the details of construction and development to the City Plan Commission for its review and approval. Said Real Estate Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building

material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner.

- m. **Base Development Property.** Developer has constructed the Base Development Property. The parties acknowledge that the current values, subject to change annually as determined by City Assessor using professionally accepted appraisal practices, tax assessment definitions, rules, procedures and the Wisconsin Property Assessment Manual, as per the attached **Exhibit G**.

**2.2. Local Subcontractors.** It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. The City Engineer shall not unreasonably withhold approval. The requirements of this Section 2.2 shall not apply to any Independent Contractor, unless a development incentive has been provided to the Independent Contractor. Notwithstanding any other language within this Section 2.2, Gorman is not required to comply with this Section. This Section does not apply to fixtures, furnishings and equipment.

**2.3. Compliance with Planning and Zoning; Use.** Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project.

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

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

- a. **Annual PILOT.** In the event that some or all of the Base Development Property, Additional Gundersen Campus Development in Excess of Base Development Property, or any property generating cash grants under this Agreement is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions. The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using professionally accepted appraisal practices, tax assessment definitions, rules, procedures and the Wisconsin Property Assessment Manual) of the tax exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax exempt property, its successors or assigns shall pay the Annual PILOT within sixty (60)

days of receipt. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of TID #14, whichever is longer unless otherwise agreed upon by the parties. With respect to the second Parking Ramp with a minimum of six hundred (600) parking stalls, the Annual PILOT shall survive for a period of thirty (30) years after its substantial completion, unless the City closed TID #14 before all cash grants are made to Developer, in which case, Developer shall no longer have any duty to pay the Annual PILOT on the second Parking Ramp and any such Annual PILOT payments paid by Developer shall be repaid by the City. Notwithstanding, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.

- b. **Guarantee.** As an additional inducement and in consideration for the City entering into this Agreement, Developer guarantees faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Base Development Amount shall have an assessed value of not less than Twenty-Five Million One Hundred Seven Thousand Seven Hundred Dollars (\$25,107,700.00) commencing January 1, 2010 and for a period of not less than the life of the TID No. 14. Developer agrees that this minimum assessed value on the Base Development Amount shall remain a lien on the Real Estate and shall run with the land for the life of TID #14.
- c. **Special Charge.** In the event there is a lack of compliance for payment of the Annual PILOT, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

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

**2.7. Insurance.** For the life of TID #14, Developer shall maintain, and shall require that any purchasers or transferees of any portion of the Real Estate maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Real Estate, as are customarily insured against in developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles in accordance with reasonable industry practice. Notwithstanding, Developer shall carry casualty insurance for the Project at not less than the replacement value and further agrees and covenants to apply, and to require any purchasers or transferees of any portion of the Real Estate to apply, any and all insurance proceeds to rebuild the Project, maintain the Project and Real Estate and to name the City as an additional insured to the extent of this covenant provided in this Section. Developer shall provide to the City certificates of all such insurance.

**2.8. Indemnity.** Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without

limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

## **2.9. Utilities.**

- a. **Other Utilities.** Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building on the Real Estate Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Real Estate Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.
- b. **Water and Sewer.** Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

**2.10. Restrictions.** Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, except for medical procedures, and/or off-premise signs for a period of twenty (20) years or the life of TID #14, whichever is longer. Payday lenders and car title loan business shall exclude banks and credit unions.

**2.11. Record Retention.** Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the City in complying with any public records request that they receive pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, their officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

**2.12. Parking.** Developer shall create not less than one thousand (1,000) parking stalls within the Project. The parking ramp portions of the Project shall be owned by Developer in fee simple ownership. Developer shall maintain the parking ramps in good condition and repair at its sole cost and expense. Subject to the other provisions of this Section 2.12, Developer shall retain the right to impose charges or user fees upon users of the parking ramp; provided, however, that, for the life of the Project, such charges or user fees shall reasonably relate to the costs of maintaining and operating, but not constructing and/or financing, the parking ramp to ensure the purpose of not discriminating against any member of the public..

**2.13. Job Retention/Maintenance.** Developer agrees to retain two thousand five hundred (2,500) Jobs within the hospital and/or clinic services within the City in the area of the Gundersen Campus Boundary for the duration of not less than the life of TID #14. Developer shall report, certify and submit to the City an annual certification of its job maintenance and retention requirements under this Agreement. Each annual certification shall report information for one calendar year and must be received by the City by the close of regular business hours on



June 15 of the year subsequent to said calendar year to be reported. Any report, certification or submission under this section shall be in a form and format acceptable to the City. The City, or its agent, shall have the right to inspect, verify and audit, at no cost, any certification, report or submission upon reasonable notice to Developer. The City shall hire a third-party auditor to perform said inspections, verification and audit for the City on an annual basis. It is further agreed that said Jobs shall command wages equal to or greater than the living wage referenced in the 2003 Second Amended Resolution of the Common Council attached as **Exhibit H**.

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

**2.15 Reinvested Contribution.** Developer's aggregate maximum Reinvested Contribution shall not exceed fifteen percent (15%) of the Contribution under this Agreement.

- a. Notwithstanding the eighty-five to fifteen percent (85%/15%) allocation under this Agreement, the City shall retain One Hundred Percent (100%) of the first three (3) Contribution disbursements in the amount of Seven Hundred Twenty Nine Thousand Eight Hundred Seventy-Two Dollars (\$729,872.00) as follows:
  - i. Year 2007 disbursement due September 1, 2008: Thirty-Four Thousand Two Hundred Forty-Five Dollars (\$34,245.00);
  - ii. Year 2008 disbursement due September 1, 2009: One Hundred Twenty-Four Thousand Fifteen Dollars (\$124,015.00); and
  - iii. Year 2009 disbursement due September 1, 2010: Five Hundred Seventy-One Thousand Six Hundred Eleven Dollars (\$571,611.00).
- b. Thereafter, Developer shall receive One Hundred Percent (100%) of subsequent Contribution disbursements while Developer receives a credit for those disbursements already reinvested in Section 2.15(a) above.
  - i. Year 2010 disbursement due September 1, 2011: Seven Hundred Forty-Two Thousand Nine Hundred Seventy-Six Dollars (\$742,976.00) shall be paid to Developer within thirty (30) days from the Signature Date.
- c. When the eighty-five to fifteen percent (85%/15%) ratio is re-established, the City shall begin to receive Reinvested Contribution disbursements again under said ratio.
- d. See attached **Exhibit E**, Monetary Obligation Example.

### ARTICLE III

#### CITY OBLIGATIONS

**3.1. Cash Grants.** Developer has requested and the City may be required to make Contributions to Developer up to an aggregate maximum of Twenty One Million Four Hundred Dollars (\$21,400,000.00), including Financing Costs, more specifically:

- a. **Cash Grant Based on Base Development Amount.** Developer agrees to advance funds on behalf of the City for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. The Developer has requested a Contribution from TID #14 of up to an aggregate amount of eighteen million five hundred thousand dollars (\$18,500,000.00), including Finance Costs, subject to change based on the provisions of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer as provided in this Agreement, more specifically, one hundred percent (100%) of the Tax Increment generated from the Base Development Amount and second Parking Ramp shall be used to calculate the annual Contribution by the City to Developer up to a maximum aggregate eighteen million five hundred thousand dollars (\$18,500,000.00).
- i. **Value Increment of "Base Development Amount."** The following Projects shall generate Contribution disbursements based on their corresponding Value Increment: (a) parking ramp with 549 stalls for Eight Million Nine Hundred Fifty Five Thousand One Hundred Dollars (\$8,955,100.00); (b) three (3) Habitat for Humanity Homes for Three Hundred Seventeen Thousand Three Hundred Dollars (\$317,300.00); (c) Clinic Expander/Extender for Nine Million Thirty One Thousand Two Hundred Dollars (\$9,031,200.00); (d) Data Center for Four Million Six Hundred Eighty Three Thousand Nine Hundred Dollars (\$4,683,900.00); (e) Gund Brewery Lofts for One Million Six Hundred Seventy Eight Thousand Eight Hundred Dollars (\$1,678,800.00); and (f) Green Bay Building for Four Hundred Forty One Thousand Four Hundred Dollars (\$441,400.00) for a total of Twenty Five Million One Hundred Seven Thousand Seven Hundred Dollars (\$25,107,700.00), all of which are subject to change annually and are identified more specifically in **Exhibit G**.
- ii. **Value Increment or Value from Second Parking Ramp.** The following Project shall generate Contribution disbursements based on its corresponding Value Increment or what would have been the Value Increment as if fully taxable in accordance with Section 3.1(c): a second Parking Ramp with a minimum 600 parking stalls for Eleven Million Nine Hundred Twenty-Two Thousand Nine Hundred Dollars (\$11,922,900.00) as of January 1, 2011, which is subject to change annually.
- b. **Cash Grant Based on Additional Gundersen Campus Development in Excess of Base Development Property.** The Developer agrees to advance funds on behalf of the City for additional project costs in excess of those from the Base Development Property, which the City shall reimburse through Contributions under the terms of this Agreement. The Developer has requested Contribution disbursements from TID #14 of up to an aggregate amount of two million dollars (\$2,000,000.00), subject to change based on the provisions of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer as provided in this Agreement, more specifically, one

hundred percent (100%) of the Tax Increment generated from the Additional Gundersen Campus Development in Excess of Base Development Property shall be used to calculate the annual Contribution to Developer up to a maximum aggregate two million dollars (\$2,000,000.00).

- i. **“Additional Gundersen Campus Development in Excess of Base Development Property.”** The following Projects shall generate Contribution disbursements based upon their corresponding Value Increment: (a) Hotel; and (b) Restaurant.
- c. **Second Parking Ramp Tax Exemption Status.** If Developer's second Parking Ramp shall become tax exempt during the term of this Agreement, then Developer shall pay a PILOT to the City in accordance with Section 2.5(a) of this Agreement. To the extent any PILOT is made by Developer to City concerning the second Parking Ramp, it shall be treated as a payment of taxes for the purpose of determining the Contribution disbursement by the City under Section 3.1(a) this Agreement. The parties acknowledge that the City Assessor approved Developer's application for tax exemption for the second Parking Ramp effective January 1, 2011 during the term of this Agreement.
- d. **Development Incentive Cash Grants.** In the event that Developer coordinates a development incentive, approved by the City, by disbursement of funds or other resources to promote or advance a development by other entities within the Gundersen Campus, then Developer shall receive a reimbursement of its development incentive through TID #14 and this Agreement. The City shall provide Contribution disbursements to Developer not to exceed: (a) the actual amount of Developer's development incentive, (b) the applicable amount provided in the TID # 14 Project Plan, or (c) ten percent (10%) of the overall development project, excluding soft costs, for example, without limitation, architectural fees, engineering fees, financing costs, whichever is less. In any case, Contribution disbursements under this subparagraph shall not exceed Nine Hundred Thousand Dollars (\$900,000.00) in aggregate.

**3.2. Certificate of Completion.** Upon completion and review of the improvements by the City, the City shall provide the Developer with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the project plans for said area and any amendment or modifications thereto.

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

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

**3.5. Subsequent Phases.** Any subsequent phases of development of the Real Estate will be addressed in a separate or amended Development Agreement.

**3.6 VIP Trail to South Avenue.** City shall connect the VIP Trail to South Avenue within one (1) year of (a) obtaining a grant for at least seventy percent (70%) of the project costs; and (b) obtaining all necessary easements at not cost to the City. The project shall be completed by the end of calendar year 2012 subject to obtaining said grant and placing the trail project into the City's capital improvement budget for 2012. In the event the City is unable to obtain such a grant, then the City shall reapply in successive years to obtain the grant until this condition is satisfied.

## ARTICLE IV

### JOINT OBLIGATIONS OF DEVELOPER AND CITY

**4.1 Joint Neighborhood-Campus Plan ("Joint Plan").** Developer and City shall jointly complete a Joint Plan within nine (9) months from the Signature Date. The Joint Plan shall be developed by an equal number of representatives from Developer and City. The Joint Plan shall include an economic feasibility and analysis of commercial, retail and housing development as well as the identification of redevelopment sites (e.g. reclamation of surface parking lots). The Joint Plan shall be jointly funded by the parties where Developer matches funds spent by the City up to a sum of Fifty Thousand Dollars (\$50,000.00) in accordance with Section 1.3.s(2)(c). The Joint Plan shall consider input from UW Extension, an economist, Smith Travel Reports, La Crosse Promise and other advisors agreed upon by the parties. The Joint Plan shall identify site locations for the Additional Gundersen Campus Development in Excess of Base Development Property, if feasible. The Joint Plan shall also identify near-term development (e.g. tax credit developers), which might be included to incentivize more senior housing and/or market rate housing.

**4.2 Joint Development Corporation.** Developer and City shall jointly organize a Joint Development Corporation within six (6) months of the date of completion of the Joint Plan. The Joint Development Corporation shall be comprised of an equal number of representatives from Developer and City. The Joint Development Corporation shall oversee partnership development between the Developer and City, including, without limitation, the development identified in the Joint Plan. In accordance with Section 1.3.s(2)(a) and (b), each party shall place two hundred fifty thousand dollars (\$250,000.00) into the Joint Development Corporation as start-up capital; and Developer shall place an additional one million dollars (\$1,000,000.00) during the life of TID #14 into the Joint Development Corporation to be used towards, among other things, new housing construction subject to the City of La Crosse housing replacement standards and in accordance with the Joint Plan. The Joint Development Corporation shall review and update, when appropriate, the Joint Plan every five (5) years.

**4.3 Annual Review of Project Plans, Service Delivery Costs, Development Agreement Compliance, Contribution Disbursements, and Reinvested Contribution Disbursements.** The parties shall meet at least annually to discuss the parties' ongoing and future projects and plans to assist the City in planning for its police, fire and other services. The parties will also discuss development agreement compliance, Contribution disbursements and which projects and plans, concerning Reinvested Contribution disbursements, to pursue in the upcoming calendar year. This meeting shall occur in early spring of each year to allow sufficient time to analyze and include such projects and plans into the City's budget process, which typically commences in March.

## ARTICLE V

### CONDITIONS PRECEDENT TO CITY OBLIGATIONS

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

**5.1. No Violation or Default.** Developer shall not be in violation of any of its governing documents. Developer shall be in material compliance with all provisions of this Agreement.

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

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

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

## ARTICLE VI

### CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

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

**6.1 No Violation or Default.** City shall not be in violation of any of its governing documents. City shall be in material compliance with all provisions of this Agreement.

**6.2 Condition.** Developer's obligation's to consummate the transactions contemplated by this Agreement shall be subject to receipt of all approvals, permits and licenses necessary to develop the Project including:

- a. All approvals, permits and licenses required to commence construction;
- b. All approvals of the plans and specifications;
- c. City of La Crosse building permits; and
- d. All zoning permits and/or approvals relating to the proposed use and construction of the parking ramp.

The City shall use its best efforts to expedite the review of any and all applications for permits and other approvals controlled by the City, it being understood that such best efforts shall require only that the City act expeditiously and promptly in its review and processing of the applications and related materials submitted by Developer, but shall not change the standards or criteria pursuant to which any permit or approval shall be considered. It is further understood that the City cannot guarantee the issuance of any particular permit, license or other approval. Rather, such issuance depends on the proper exercise of authority of a governing body and/or city officer, for example, a quasi-judicial determination by a board or commission.

## ARTICLE VII

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

**7.1. No Material Change.** All copies of documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer except pursuant to the conduct of its ordinary business.

**7.2. Taxes.** Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

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

**7.4. Payment.** All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

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

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

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

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

**7.9. No Litigation.** There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

**7.10. No Default.** No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement

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

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

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

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

**7.15. Notification.** Developer shall:

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

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

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

## ARTICLE VIII

### DEFAULT

#### 8.1 Developer's Default.

- a. **Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within sixty (60) days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:
- (1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City immediately upon demand;
  - (2) Injunctive relief;
  - (3) Action for specific performance; and
  - (4) Action for money damages.
- b. **Reimbursement.** Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

#### 8.2 City's Default.

- a. **Remedies.** In the event (i) any representation or warranty of City herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of City's default hereunder which is not cured within sixty (60) days after written notice thereof to City, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
- (1) Injunctive relief;
  - (2) Action for specific performance; and



- (3) Action for money damages.
- b. **Reimbursement.** Any amounts expended by the Developer in enforcing this Agreement and the obligations of City hereunder, including reasonable attorney's fees, and any amounts expended by the Developer in curing a default on behalf of City, together with interest at one and one-half percent (1.5%) per month, shall be paid by City to the Developer upon demand.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- d. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

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

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**9.1. Assignment.** Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

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

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

**9.4. Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, lockouts, fires, floods, acts of God, adverse weather conditions, unforeseen site conditions that would not be disclosed by a diligent site review, unforeseen archeological conditions, legally required environmental remedial actions, industry-wide shortage of materials, any order, decree, law or regulation of any court, government or government agency, inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities), or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay

occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than six (6) months.

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

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

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

To the City: Attn: City Clerk  
City of La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601

with a copy to: Attn: City Attorney  
City of La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601

To the Developer: Attn: Jerry Arndt  
Gundersen Lutheran Health System, Inc.  
Mail Stop H03-006  
1900 South Avenue  
La Crosse, Wisconsin 54601

with a copy to: Attn: General Counsel  
Gundersen Lutheran Health System, Inc.  
Mail Stop GB1-001  
1900 South Avenue  
La Crosse, Wisconsin 54601

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

**9.9. Conflict of Interest.** Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the

acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2.48 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

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

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

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

**9.13. Termination.**

- a. Except for Sections 2.8 (Indemnity), 2.5(a) (Annual PILOT), 2.11 (Record Retention), and 9.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #14, whichever is longer. This Agreement may also be terminated as provided in Article V (Conditions Precedent to City Obligations), Article VI (Conditions Precedent to Developer Obligations) and Section 9.9 (Conflict of Interest) hereof.
- b. To the extent allowed by law and subject to the independent review of the Joint Review Board as required by law, the City shall not close TID #14 before all Contributions are made to Developer under this Agreement. Any extensions to TID #14 shall comply with the required statutory process and applicable law. In the event the City closes TID #14 before all Contributions are made to Developer under this Agreement, then this Agreement shall immediately terminate. Upon termination under this subsection:
  - (1) The parties shall no longer have any duty to perform any of their obligations under this Agreement including any obligation of Developer to make payments in lieu of taxes under Section 2.5; and
  - (2) The City shall repay to Developer the total payments in lieu of taxes under Section 2.5 paid by Developer to the City to date.

**9.14. Memorandum of Agreement.** The Developer agrees that the City may record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

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

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

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

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

**9.19. Construction.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

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

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

**9.22. Execution of Agreement.** Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City

within said time period shall render the Agreement null and void, unless otherwise authorized by the City After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this \_\_\_\_\_ day of April, 2012.

**DEVELOPER: GUNDERSEN LUTHERAN**

BY: *Gerald E Arndt*

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

Personally came before me this 24<sup>th</sup> day of May, 2012, the above-named Gerald Arndt of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Brenda L Budenberg*  
Notary Public - State of Wisconsin  
My Commission 11-2-14

**CITY OF LA CROSSE, WISCONSIN: (SEAL)**

*Mathias Harter*  
Mathias Harter, Mayor

Countersigned:

*Teri Lehrke*  
Teri Lehrke, City Clerk deputy

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

Personally came before me this 24<sup>th</sup> day of May, 2012, the above named Mathias Harter, Mayor, and Teri Lehrke, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

*Brenda L Budenberg*  
Notary Public - State of Wisconsin  
My Commission 11-2-14

03-30-12

This Document Was Drafted By:  
Stephen F. Maty, City Attorney  
City of La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601  
608.789.7511

Daniel J. Lilly, General Counsel  
Gundersen Lutheran Health System, Inc.  
Mail Stop GB1-001  
1900 South Avenue  
La Crosse, Wisconsin 54601  
608-775-4615

03-30-12

**Exhibit A  
Real Estate**

See attached Legal Description

Exhibit A

Gundersen Campus Legal Description

A part of the NW 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4, and the SW 1/4 of the NW 1/4, and the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 8, T15N, R7W, City of La Crosse, La Crosse County, more particularly described as follows:

Beginning at the center of the intersection of Sixth Street South with Farnam Street; thence easterly along the centerline of Farnam Street to the centerline of Eighth Street South; thence southerly along the centerline of Eighth Street South to the centerline of Tyler Street; thence easterly on the centerline of Tyler Street to the centerline of Ninth Street; thence southerly along the centerline of Ninth Street to the centerline of Green Bay Street; thence easterly along the centerline of Green Bay Street to the extended east line of Lot 1 of Heileman Industrial Plat; thence southerly along said extended line to the northeast corner of said Lot 1; thence along the East line thereof South  $00^{\circ}01'31''$  East 230.11 feet to the Northerly line of that parcel described in Volume 1212 of Records, Page 794, Document Number 1186973; thence along said Northerly line of the arc of a 501.51 foot radius curve, concave to the Southwest, the chord of which bears North  $74^{\circ}28'05''$  West 69.06 feet, a distance of 69.11 feet to Point B; thence continuing along said Northerly line North  $78^{\circ}24'59''$  West 22.30 feet; thence continuing along said Northerly line on the arc of a 621.77 foot radius curve, the chord of which bears North  $80^{\circ}42'18''$  West 49.71 feet, a distance of 49.72 feet; thence continuing along said Northerly line North  $84^{\circ}07'41''$  West 50.22 feet to the Northeastly right-of-way line of South Avenue. Thence continue on said line to the centerline of South Avenue; thence southerly along said centerline to the extended northwesterly line of a parcel described in Volume 826, Page 630, Document Number 1013237 of County Records; thence southwestly along said extended line and along the northerly and westerly line of said parcel to the north line of Scham's Business Addition; thence westerly along said north line to the northwest corner of Lot 3 of said Addition; thence southwestly and easterly along said Lot 3 boundary to the southwestern most line of Lot 2 of said Addition; thence southeasterly and easterly along the boundary of said Lot 2 to the west line of Shooting Park Addition; thence southerly along said west line to the south line of Maple Street; thence southeasterly to the south line of said addition; thence southerly along the extended west line of Lot 8 of Shooting Park Addition 118.5 feet; thence S  $89^{\circ}28'18''$  E to a point that is 267 feet west of the east line of the Northeast Quarter of the Southwest Quarter of Section 8; thence southerly along a line that is 267 feet west of said east line 300 feet; thence east 267 feet to said east line; thence south along said east line to the southeast corner of the Northeast Quarter of the Southwest Quarter of Section 8; thence westerly along the south line of said quarter, quarter to a point 1066.55 feet east of the southwest corner of said quarter, quarter (as measured along said south line); thence N  $33^{\circ}14'30''$  W 198.79 feet; thence N  $60^{\circ}43'20''$  W 70.50 feet; thence



South  $89^{\circ}42'40''$ W 900 feet more or less to the west line of said quarter, quarter; thence northerly along said west line 283 feet more or less to the northern bulkhead line of Swift Creek; thence  $S88^{\circ}27'W$  75 feet more or less to a bend in said bulkhead line; thence following along said bulkhead line for the next nine calls;  $S62^{\circ}32'20''$  W 105.4 feet;  $S 0^{\circ}34' W$  132.0 feet;  $S 37^{\circ}37'W$  7.0 feet;  $S 89^{\circ}52'20''$  W 463.5 feet;  $N87^{\circ}8'11''$  W 220.80 feet;  $N67^{\circ}22'31''$  W 66.90 feet;  $N55^{\circ}50'51''$  W 375.20 feet;  $S34^{\circ}31'39''$  W 26.5 feet;  $N66^{\circ}54'51''$  W 29.96 feet to the east line of Seventh Street; thence continue on same line to the centerline of Seventh Street; thence northerly along said centerline to the intersection with South Avenue and Tyler Street; thence easterly on the centerline of Tyler Street to the centerline of Sixth Street; thence northerly along the centerline of Sixth Street to the point of beginning.

# CERTIFIED SURVEY MAP

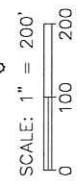
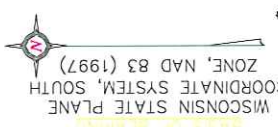
ALL OF LOTS 6 AND 7 AND PART OF LOTS 1, 2, 3, 4, AND 5 OF C.F. LANG'S ADDITION, PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 8, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT BEARING
C1	206.83'	25.61'	07°05'40"	25.60'	S46°18'50"W	S42°46'00"W S49°51'40"W
C2	657.27'	40.95'	03°34'10"	40.94'	N82°53'24"W	N81°06'19"W N84°40'29"W
C3	736.74'	109.30'	08°30'00"	109.20'	(N89°47'W)	N88°55'29"W S86°49'31"W
C4	458.33'	376.16'	47°01'26"	365.69'	N69°39'46"W	S86°49'31"W N46°09'03"W
C5	458.33'	239.59'	29°57'06"	236.88'	N31°10'30"W	N46°09'03"W N16°11'57"W
C6	2005.09'	136.68'	03°54'20"	136.65'	N00°53'12"W	N02°50'22"W N01°03'58"E
C7	2005.09'	128.57'	03°40'26"	128.55'	N02°54'11"E	N04°44'24"E N36°28'43"W
C8	556.15'	93.04'	09°35'10"	92.94'	N41°16'18"W	N46°03'53"W

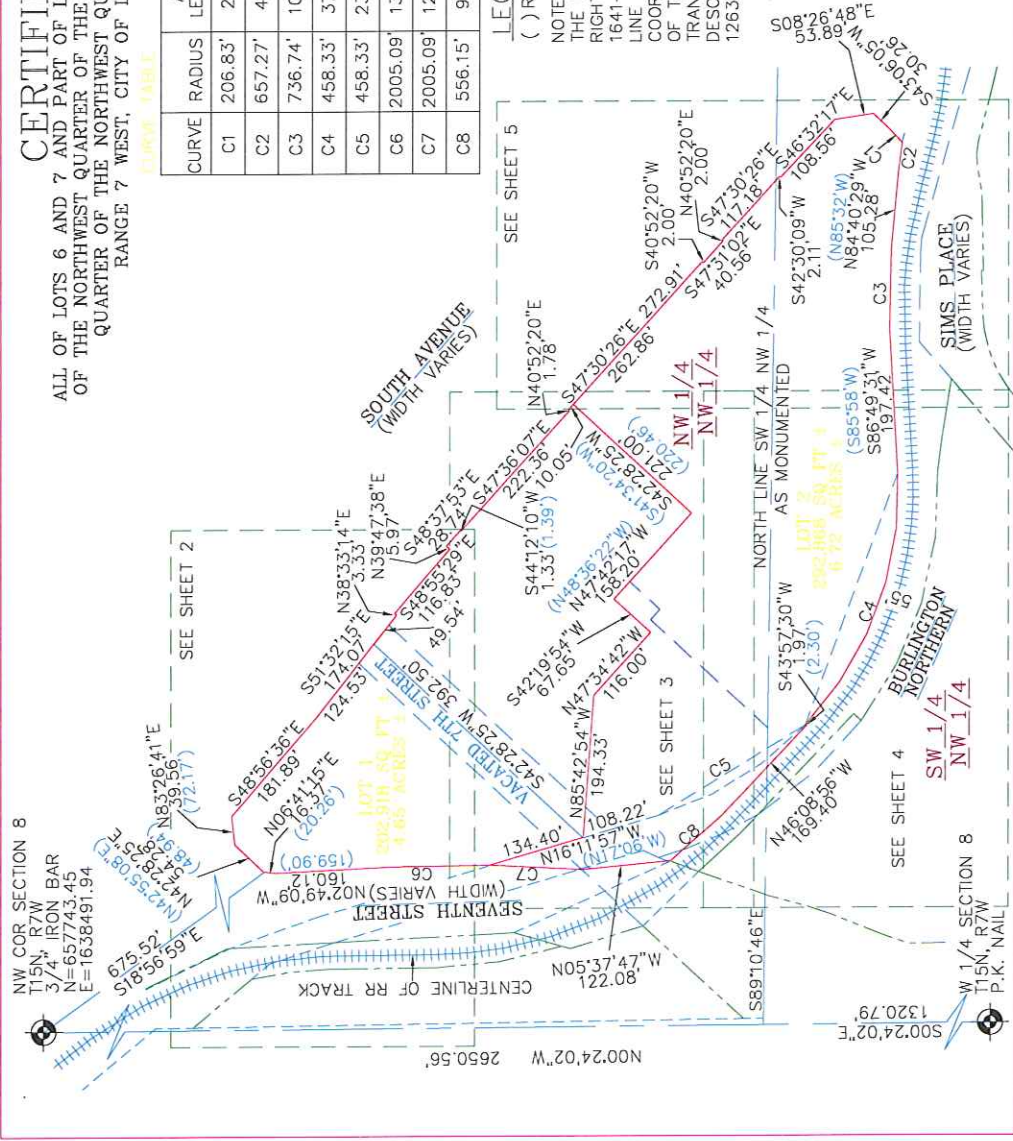
### LEGEND

( ) RECORDED MEASUREMENT

NOTE:  
THE RIGHT-OF-WAY ALONG SOUTH AVENUE, RIGHT-OF-WAY PROJECTS 1644-06-21 AND 1641-02-21, WERE BUILT BY THE REFERENCE LINE ON THE RIGHT-OF-WAY PLAT AND FROM COORDINATES PROVIDED BY ROBERT POZORSKI OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION DUE TO ERRORS IN THE DESCRIPTIONS OF DOCUMENTS, NO. 1263220, 1263221, AND 1191262.



SHEET 1 OF 7

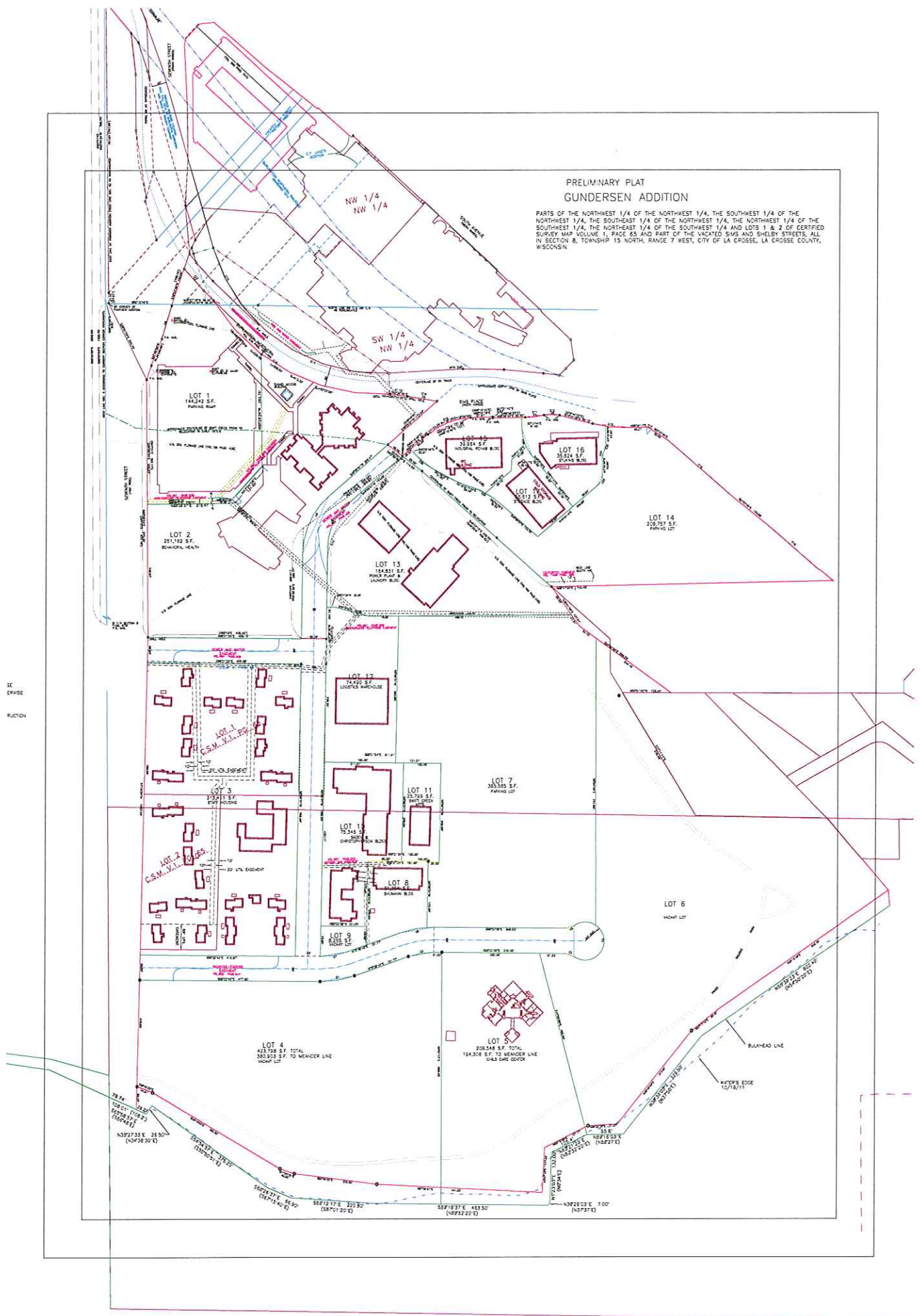


GUNDERSEN LUTHERAN  
1900 SOUTH AVE  
LA CROSSE, WI 54601

LA CROSSE ENGINEERING &  
SURVEYING CO., INC  
1212 S. 3RD ST  
LA CROSSE, WI 54601

**PRELIMINARY PLAT  
GUNDERSEN ADDITION**

PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND LOTS 1 & 2 OF CERTIFIED SURVEY MAP VOLUME 1, PAGE 85 AND PART OF THE VACATED SMS AND SHELBY STREETS, ALL IN SECTION 8, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.



## LEGAL DESCRIPTION

A parcel of land to be used for street purposes, being part of the SE 1/4 of the NW 1/4 of Section 8, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Commencing at the North one-quarter of said Section 8, thence South 1 degree 39' East 1356.30 feet to the South right-of-way line of Green Bay Street extended; thence West 40.02 feet along said South line to the West line of West Avenue; thence continue West 1056.47 feet along said South line to the point of beginning of this description; thence continue West along said South line 159.53 feet to the East line of Ninth Street; thence South 1 degree 38' East along said East line 101.28 feet to the Northerly line of South Avenue; thence South 48 degrees 23' East along said Northerly line 168.64 feet to the North right-of-way of the Burlington Northern Railroad and a point on a curve concave to the South having a radius of 1450.41 feet and a central angle of 0 degrees 34' 40"; thence Easterly along the arc of said curve 14.63 feet; the chord of said curve bears South 76 degrees 57' 40" East 14.63 feet; thence North 48 degrees 23' West 169.49 feet; thence North 3 degrees 23' West 16.97 feet; thence North 41 degrees 37' East 49.70 feet to a point of a curve concave to the South having a radius of 148.50 feet and a central angle of 48 degrees 23'; thence Northeasterly along the arc of said curve 125.40 feet to the point of beginning. The chord of said curve bears North 65 degrees 48' 30" East 121.71 feet.

Legals - LaCrosse - 6/17/2968701 ORDINANCE NO. 4098 An Ordinance to amend Section 15.02(B) of the Code of Ordinances of the City of La Crosse by transferring certain property from the Public and Semi-Public District to the Planned Development District (Specific) (2123 Sims Place). THE COMMON COUNCIL of the City of La Crosse do ordain as follows: SECTION I: Subsection (B) of Section 15.02 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Public and Semi-Public District to the Planned Development District (Specific) on the Master Zoning Map, to-wit: Part of the NW of the SW of Section 8, T15N, R7W, City of La Crosse, La Crosse County, WI, described as follows: Beginning at the Northeast corner of the City of La Crosse computer parcel number 17-50278-128 (Shumann Apartments); thence S8946'W along the North line of said parcel 71.0 feet to the East line of the City of La Crosse computer parcel number 17-50278-124 (Christophersen House); thence N025'E along the East line of said parcel 132 feet more or less to the North line of the NW of the SW of said Section 8; thence East along said North line 203 feet; thence S025'W to a point N8946'E 132 feet from the point of beginning; thence S8946'W 132 feet to the point of beginning. SECTION III: This ordinance shall take effect and be in force from and after its passage and publication. /s/ John D. Medinger, Mayor /s/ Teri Lehrke, City Clerk Passed:6/12/03 Approved:6/12/03 Published:6/17/03

Location: WI Date: 6/17/2003

Source: La Crosse Tribune

Legals - LaCrosse - 6/17,242968697 notice of hearing on amendment to zoning restriction TO WHOM IT MAY CONCERN; Notice is hereby given that the Common Council of the City of La Crosse by its Judiciary and Administration Committee will hold a public hearing upon the proposed change in the zoning ordinance hereinafter set forth. Such public hearing will be held at 7:30 p.m. on Tuesday, July 1, 2003 in the Council Chambers in the City Hall in the City of La Crosse, La Crosse County, Wisconsin. You are further notified that the City Plan Commission of the City of La Crosse will meet to consider such ordinance on Monday, June 30, 2003 at 4:00 p.m. in the 5th Floor Conference Room in City Hall, in the City of La Crosse, La Crosse County, Wisconsin. Said proposed ordinance will also go before the Committee of the Whole on Tuesday, July 8, 2003 at 7:30 p.m. and final action will be determined by the Common Council on Thursday, July 10, 2003 at 7:30 p.m., both in the Council Chamber in the City Hall in the City of La Crosse, La Crosse County, Wisconsin. You are further notified that any person interested may be heard for or against such proposed change, and may appear in person, by attorney or may file a formal objection, which objection forms are available in the Office of the City Clerk. Such proposed change set forth in the ordinance now

# CERTIFIED SURVEY MAP

All of Lots 6 and 7 and part of Lots 1, 2, 3, 4, and 5 of C.F. Lang's Addition, Part of the Northwest Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter, all in Section 8, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 8; thence North 00°24'02" West 2850.56 feet to the Northwest Corner of said Section 8; thence South 18°56'59" East 675.52 feet to the right-of-way of South Avenue in Project No. 1644-06-21 and the point of beginning; thence along said right-of-way Project No. 1644-06-21 for the next 7 calls: North 42°28'25" East 54.28 feet, North 83°26'41" East 39.56 feet, South 48°56'36" East 181.89 feet, South 51°32'15" East 174.07 feet, North 38°33'14" East 3.33 feet, South 48°55'29" East 116.83 feet, and North 39°47'58" East 5.97 feet; thence South 48°37'53" East 28.74 feet to the right-of-way of South Avenue in Project No. 1641-02-21; thence along said right-of-way Project No. 1641-02-21 for the next 13 calls: South 44°12'10" West 1.33 feet, South 47°36'07" East 222.36 feet, North 40°52'20" East 1.78 feet, South 47°30'26" East 272.91 feet, South 40°52'20" West 2.00 feet, North 40°52'20" East 2.00 feet, South 47°30'26" East 117.18 feet, South 42°30'09" West 2.11 feet, South 46°32'17" East 108.56 feet, South 08°26'48" East 53.89 feet, South 43°06'05" West 30.26 feet, and Southerly on the arc of a 206.83 foot radius curve, concave Northwest; the chord of which bears South 46°18'50" West and measures 25.60 feet to the Northerly right-of-way of B.N.S.F. Railroad; thence along said Railroad right-of-way for the next 8 calls: West 40.94 feet, North 84°40'29" West 105.28 feet, West 105.28 feet, the chord of which bears North 82°53'24" West and measures 40.94 feet, North 88°55'29" West and measures 109.20 feet, West 109.20 feet, South 86°49'31" West 197.42 feet, North 197.42 feet, the chord of which bears North 89°39'45" West and measures 365.69 feet, South 43°57'30" West 1.97 feet, North 46°08'56" West 169.40 feet, and Northwesterly on the arc of a 556.15 foot radius curve, concave Northeast, the chord of which bears North 41°16'18" West and measures 92.94 feet to the Easterly right-of-way of South Avenue in said Project No. 1644-06-21; thence along said right-of-way in Project No. 1644-06-21 for the next 5 calls: North 05°37'47" West 122.08 feet, North 128.55 feet, Northerly on the arc of a 2005.09 foot radius curve, concave West, the chord of which bears North 00°53'12" West and measures 136.65 feet, North 02°49'09" West 160.12 feet, and North 06°41'15" East 16.37 feet to the point of beginning.

## Exhibit B Description of Project

**Taxable Base Development Property is defined as follows:**

Description	\$ Amount	Date
Ramp(s)-549 cars	\$ 8,955,100	12-31-08
Habitat for Humanity Homes	\$ 317,300	12-31-07
Clinic Expander/Extender	\$ 9,031,200	12-31-08
Data Center	\$ 4,683,900	12-31-09
Gund Brewery Lofts	\$ 1,678,800	12-31-07
Green Bay Building	\$ 441,400	12-31-07
<b>Total</b>	<b>\$ 25,107,700</b>	

**Additional Gundersen Campus Development in Excess of Base Development Property is defined as follows:**

Description	\$ Amount	Date
Hotel	\$4,000,000	01-31-16
Restaurant	\$1,000,000	01-31-16
<b>Total</b>	<b>\$ 5,000,000</b>	

**Tax Exempt Base Development Property for which a PILOT is paid is defined as follows:**

Description	\$ Amount	Date
Ramp-614 cars est.	\$11,922,900	01-01-11

### Exhibit C Description of Public Improvements

<b>Project</b>	<b>Estimated Value</b>
Streetscaping/Corridor Enhancements/Railroad Improvements	\$1,500,000
Bluff Slough/Swift Creek Work	\$ 330,000
Park Improvements	\$1,400,000
VIP Trail Connection to South Avenue	TBD
New Housing	\$1,000,000



## Exhibit D Construction Schedule

<b>Description</b>	<b>Target Date</b>	<b>Responsible Party</b>
Joint Neighborhood-Campus Plan ("Joint Plan")	01/31/13	City and Developer
Joint Development Corporation	07/31/13	City and Developer
Construction of Hotel	01/31/16	Developer
Construction of Restaurant	01/31/16	Developer

**Exhibit E**  
**Monetary Obligation Example**

See attached Exhibits E-1 and E-2.

3/30/2012

### EXHIBIT E-1: MONETARY OBLIGATION EXAMPLE

CASH GRANT SCHEDULE  
 PLANNED DEVELOPMENT: BDA with Parking Ramp #2 (PILOT)

Assumptions: .5% appreciation from 2013 to 2016; then 1% after

Tax Year (Valuation Date)	1/1/2006	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Base Value of Property											
Actual BDA Value Increment - 2007		1,223,900									
Actual BDA Value Increment - 2008			4,464,200								
Actual BDA Value Increment - 2009				20,113,000							
Actual BDA Value Increment - 2010					25,392,200						
Actual BDA Value Increment - 2011 (w/ P. Ramp #2 PILOT)						37,853,900					
<b>Total Assessed Value (Value Increment)</b>	0	1,223,900	4,464,200	20,113,000	25,392,200	37,853,900	37,853,900	38,043,170	38,233,385	38,424,552	38,616,675
Mill Rate	0.02702	0.02798	0.02778	0.02842	0.02926	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879
<b>Tax Increment</b>	0	34,245	124,015	571,611	742,976	1,089,814	1,089,814	1,095,263	1,100,739	1,106,243	1,111,774
City's Proration (Tax Years 2007-2009)(100%)	0	34,245	124,015	571,611	0	0	0	0	0	0	0
City's Proration (Tax Years 2010-2014)(0%)	0	0	0	0	0	0	0	0	0	0	0
City's Proration (Tax Years 2014-2026)(15%)	0	34,245	124,015	571,611	0	0	0	0	162,454	165,936	166,766
City's Allocation of Tax Increment	0	34,245	124,015	571,611	0	0	0	0	162,454	165,936	166,766
City's Cumulative Cash Grants (\$2.775M Maximum)	0	34,245	158,260	729,872	729,872	729,872	729,872	729,872	892,326	1,058,262	1,225,029
Developer's Cash Grants	0	0	0	0	0	0	0	0	0	0	0
Developer's Proration (Tax Years 2007-2009)(0%)	0	0	0	0	0	0	0	0	0	0	0
Developer's Proration (Tax Years 2010-2014)(100%)	0	0	0	0	742,976	1,089,814	1,089,814	1,095,263	17,710	940,306	945,008
Developer's Proration (Tax Years 2014-2026)(85%)	0	0	0	0	742,976	1,089,814	1,089,814	1,095,263	938,285	940,306	945,008
<b>Developer's Cumulative Cash Grants (\$15.725M Maximum)</b>	0	0	0	0	742,976	1,832,790	2,922,603	4,017,866	4,956,151	5,896,457	6,841,465
Developer's Aggregate Cash Grant Unpaid	18,500,000	18,465,755	18,341,740	17,770,128	17,027,153	15,937,339	14,847,525	13,752,262	12,651,523	11,545,280	10,433,506
Payment Date		9/1/2008	9/1/2009	9/1/2010	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	9/1/2016	9/1/2017

## EXHIBIT E-1: MONETARY OBLIGATION EXAMPLE

CASH GRANT SCHEDULE  
 PLANNED DEVELOPMENT: BDA with Parking Ramp #2 (PILOT)

	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Base Value of Property													
New Construction-2007													
New Construction-2008													
New Construction-2009													
New Construction-2010													
New Construction-2011													
<b>Total Assessed Value (Value Increment)</b>	39,002,842	39,392,870	39,786,799	40,184,667	40,586,514	40,992,379	41,402,302	41,816,326	42,234,489	42,656,834	43,083,402	43,514,236	43,949,378
Mill Rate	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879
<b>Tax Increment</b>	1,122,892	1,134,121	1,145,462	1,156,917	1,168,486	1,180,171	1,191,972	1,203,892	1,215,931	1,228,090	1,240,371	1,252,775	1,265,303
City's Proration (Tax Years 2007-2009)(100%)													
City's Proration (Tax Years 2010-2014)(0%)	168,434	170,118	171,819	173,537	175,273	177,026	178,796	180,584	182,390	NA	NA	NA	NA
City's Proration (Tax Years 2014-2026)(15%)	168,434	170,118	171,819	173,537	175,273	177,026	178,796	180,584	182,390	NA	NA	NA	NA
City's Allocation of Tax Increment													
<b>City's Cumulative Cash Grants (\$2.775M Maximum)</b>	1,393,462	1,563,580	1,735,400	1,908,937	2,084,210	2,261,236	2,440,032	2,620,615	2,803,005	NA	NA	NA	NA
Developer's Cash Grants													
Developer's Proration (Tax Years 2007-2009)(0%)													
Developer's Proration (Tax Years 2010-2014)(100%)	954,458	964,003	973,643	983,379	993,213	1,003,145	1,013,176	1,023,308	1,033,541	NA	NA	NA	NA
Developer's Proration (Tax Years 2014-2026)(95%)	954,458	964,003	973,643	983,379	993,213	1,003,145	1,013,176	1,023,308	1,033,541	NA	NA	NA	NA
<b>Developer's Cumulative Cash Grants (\$15.725M Maximum)</b>	7,795,923	8,759,926	9,733,569	10,716,948	11,710,161	12,713,306	13,726,482	14,749,790	15,783,332	NA	NA	NA	NA
Developer's Aggregate Cash Grant Unpaid	9,310,614	8,176,494	7,031,032	5,874,115	4,705,629	3,525,459	2,333,486	1,129,594	-86,337	NA	NA	NA	NA
Payment Date	9/1/2018	9/1/2019	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028	9/1/2029	9/1/1930

Note: Final cash grant payment on 09-01-26 with final dollar amounts to be adjusted to match maximum aggregate amounts as per this Agreement.

3/30/2012

### EXHIBIT E-2: MONETARY OBLIGATION EXAMPLE

CASH GRANT SCHEDULE  
Additional Gundersen Campus Development in Excess of Base Development Property

Assumptions: .5% appreciation from 2013 to 2016; then 1% after

Base Year (Valuation Date)	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Base Value of Property	0	0	0	0	0	0	0	0	0	0	5,000,000
Actual Value Increment-add'l development-2015	0.02702	0.02798	0.02778	0.02842	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879
Total Assessed Value (Value Increment)	0	0	0	0	0	0	0	0	0	0	5,000,000
Mill Rate	0.02702	0.02798	0.02778	0.02842	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879
Tax Increment	0	0	0	0	0	0	0	0	0	0	143,950
City's Proration (Tax Years 2007-2009)(100%)	0	0	0	0	0	0	0	0	0	0	0
City's Proration (Tax Years 2010-2014)(0%)	0	0	0	0	0	0	0	0	0	0	0
City's Proration (Tax Years 2014-2026)(15%)	0	0	0	0	0	0	0	0	0	0	21,593
City's Allocation of Tax Increment	0	0	0	0	0	0	0	0	0	0	21,593
City's Cumulative Cash Grants (\$300K Maximum)	0	0	0	0	0	0	0	0	0	0	21,593
Developer's Cash Grants	0	0	0	0	0	0	0	0	0	0	0
Developer's Proration (Tax Years 2007-2009)(0%)	0	0	0	0	0	0	0	0	0	0	0
Developer's Proration (Tax Years 2010-2014)(100%)	0	0	0	0	0	0	0	0	0	0	0
Developer's Proration (Tax Years 2014-2026)(85%)	0	0	0	0	0	0	0	0	0	0	122,358
Developer's Cash Grants	0	0	0	0	0	0	0	0	0	0	122,358
Developer's Cumulative Cash Grants (\$1.7M Maximum)	0	0	0	0	0	0	0	0	0	0	122,358
Developer's Aggregate Cash Grant Unpaid	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	1,856,050

Payment Date 9/1/2008 9/1/2009 9/1/2010 9/1/2011 9/1/2012 9/1/2013 9/1/2014 9/1/2015 9/1/2016 9/1/2017

## EXHIBIT E-2: MONETARY OBLIGATION EXAMPLE

CASH GRANT SCHEDULE  
Additional Gunderson Campus Development in Excess of Base Development Property

1/1/2017    1/1/2018    1/1/2019    1/1/2020    1/1/2021    1/1/2022    1/1/2023    1/1/2024    1/1/2025    1/1/2026    1/1/2027    1/1/2028    1/1/2029

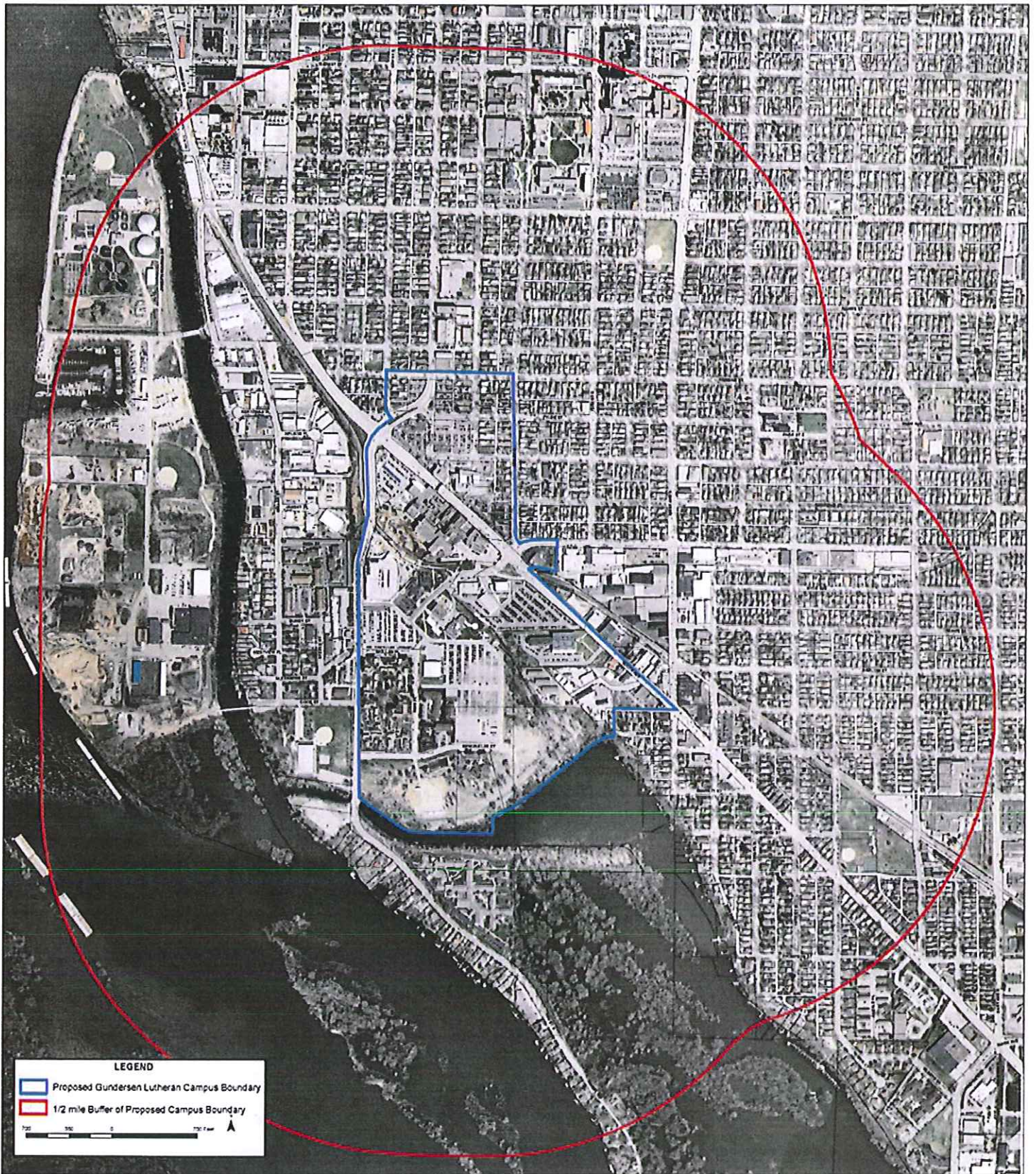
Assumptions: .5% appreciation to 2013 to 2016; then 1% after  
Tax Year (Valuation Date)

	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Actual Value Increment-add'l development-2015	5,050,000	5,100,500	5,151,505	5,203,020	5,255,050	5,307,601	5,360,677	5,414,284	5,468,426	5,523,111	5,578,342	5,634,125	5,690,466
Total Assessed Value (Value Increment)	5,050,000	5,100,500	5,151,505	5,203,020	5,255,050	5,307,601	5,360,677	5,414,284	5,468,426	5,523,111	5,578,342	5,634,125	5,690,466
Mill Rate	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879	0.02879
Tax Increment	145,390	146,843	148,312	149,795	151,293	152,806	154,334	155,877	157,436	159,010	160,600	162,206	163,829
City's Proration (Tax Years 2007-2009)(100%)													
City's Proration (Tax Years 2010-2014)(0%)	21,808	22,027	22,247	22,469	22,694	22,921	23,150	23,382	23,615	23,852	24,090	24,331	24,574
City's Proration (Tax Years 2014-2026)(15%)	21,808	22,027	22,247	22,469	22,694	22,921	23,150	23,382	23,615	23,852	24,090	24,331	24,574
City's Cumulative Cash Grants (\$300K Maximum)	43,401	65,427	87,674	110,143	132,837	155,758	178,908	202,290	225,905	249,757	273,847	298,178	322,752
Developer's Cash Grants													
Developer's Proration (Tax Years 2007-2009)(0%)													
Developer's Proration (Tax Years 2010-2014)(100%)	123,581	124,817	126,065	127,326	128,599	129,885	131,184	132,496	133,821	135,159	136,510	137,875	139,254
Developer's Proration (Tax Years 2014-2026)(85%)	123,581	124,817	126,065	127,326	128,599	129,885	131,184	132,496	133,821	135,159	136,510	137,875	139,254
Developer's Cumulative Cash Grants (\$1.7M Maximum)	245,999	370,755	496,821	624,146	752,745	882,630	1,013,814	1,146,310	1,280,130	1,415,289	1,551,799	1,689,675	1,828,929
Developer's Aggregate Cash Grant Unpaid	1,710,661	1,563,817	1,415,505	1,265,710	1,114,417	961,612	807,278	651,400	493,965	334,954	174,354	12,147	-151,681
Payment Date	9/1/2018	9/1/2019	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028	9/1/2029	9/1/1930

Note: Final cash grant payment on 09-01-30 with final dollar amounts to be adjusted to match maximum aggregate amounts as per this Agreement.

**Exhibit F  
Maps**

See attached Maps





**Exhibit G**  
**Calculation of Base Development Amount and Cash Grants**

See attached Exhibits G-1, G-2, G-3, G-4, and G-5.

## Exhibit G-1 Calculation of Cash Grants

	Habitat Homes Val. Inc.			Gund, GB, Data Val. Inc.			Clinc, Ramp #1 Val. Inc.			Ramp #2 Val. Inc.			Total Val. Inc.	Mill Rate	Tax Inc.	Cash Grants 85%	15%	Pay on:
	Base	Base	Base	Base	Base	Base	Base	Base	Base	Base	Base							
<b>2006</b>																		
Land	0	0	0	0	0	0	0	0	0	0	0	0	0					
Imp.	317,300	906,600	0	0	0	0	0	0	0	0	0	0	1,223,900					
<b>Total</b>	<u>317,300</u>	<u>906,600</u>											<u>1,223,900</u>	0.02702	34,245	29,108	5,137	9/1/2008
<b>2007</b>																		
Land	0	259,800	0	0	0	0	0	0	0	0	0	0	226,600					
Imp.	317,300	1,873,400	0	0	0	0	0	0	0	0	0	0	4,237,600					
<b>Total</b>	<u>317,300</u>	<u>2,133,200</u>											<u>4,464,200</u>	0.02798	124,015	105,413	18,602	9/1/2009
<b>2008</b>																		
Land	0	259,800	0	0	0	0	0	0	0	0	0	0	264,100					
Imp.	317,300	1,873,400	0	0	0	0	0	0	0	0	0	0	19,848,900					
<b>Total</b>	<u>317,300</u>	<u>2,133,200</u>											<u>20,113,000</u>	0.02842	571,611	485,870	85,742	9/1/2010
<b>2009</b>																		
Land	0	259,800	0	0	0	0	0	0	0	0	0	0	488,400					
Imp.	317,300	6,544,300	0	0	0	0	0	0	0	0	0	0	24,903,800					
<b>Total</b>	<u>317,300</u>	<u>6,804,100</u>											<u>25,392,200</u>	0.02926	742,976	631,529	111,446	9/1/2011
<b>2010</b>																		
Land	0	259,800	0	0	0	0	0	0	0	0	0	0	267,400					
Imp.	317,300	6,980,100	0	0	0	0	0	0	0	0	0	0	37,586,500					
<b>Total</b>	<u>317,300</u>	<u>7,239,900</u>											<u>37,853,900</u>	0.02879	1,089,814	926,342	163,472	9/1/2012

## Exhibit G-2

### Habitat for Humanity Homes

<b>Address</b>	<b>3 Habitat for Humanity Homes</b>			<b>Total</b>	<b>Val. Inc.</b>
	<b>1411 4th St. S.</b>	<b>1417 4th St. S.</b>	<b>1421 4th St. S.</b>		
<b>Tax Parcel ID</b>	<b>17-30097-160</b>	<b>17-30097-170</b>	<b>17-30097-180</b>		
<b>2006</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	Base
<b>Imp.</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>Base</u>
<b>Total</b>	<b>14,300</b>	<b>13,300</b>	<b>14,300</b>	<b>41,900</b>	<b>Base</b>
<b>2007</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	0
<b>Imp.</b>	<u>120,200</u>	<u>106,600</u>	<u>90,500</u>	<u>317,300</u>	<u>317,300</u>
<b>Total</b>	<b>134,500</b>	<b>119,900</b>	<b>104,800</b>	<b>359,200</b>	<b>317,300</b>
<b>2008</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	0
<b>Imp.</b>	<u>120,200</u>	<u>106,600</u>	<u>90,500</u>	<u>317,300</u>	<u>317,300</u>
<b>Total</b>	<b>134,500</b>	<b>119,900</b>	<b>104,800</b>	<b>359,200</b>	<b>317,300</b>
<b>2009</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	0
<b>Imp.</b>	<u>120,200</u>	<u>106,600</u>	<u>90,500</u>	<u>317,300</u>	<u>317,300</u>
<b>Total</b>	<b>134,500</b>	<b>119,900</b>	<b>104,800</b>	<b>359,200</b>	<b>317,300</b>
<b>2010</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	0
<b>Imp.</b>	<u>120,200</u>	<u>106,600</u>	<u>90,500</u>	<u>317,300</u>	<u>317,300</u>
<b>Total</b>	<b>134,500</b>	<b>119,900</b>	<b>104,800</b>	<b>359,200</b>	<b>317,300</b>
<b>2011</b>					
<b>Land</b>	14,300	13,300	14,300	41,900	0
<b>Imp.</b>	<u>120,200</u>	<u>106,600</u>	<u>90,500</u>	<u>317,300</u>	<u>317,300</u>
<b>Total</b>	<b>134,500</b>	<b>119,900</b>	<b>104,800</b>	<b>359,200</b>	<b>317,300</b>

3/30/2012

## Exhibit G-3

### Gund Brewery Lofts, Green Bay Building and Data Center

	Gund Brewery Lofts 2130 South Ave 17-50282-010		Green Bay Building 914 Green Bay 17-50560-010		Data Center 1827 and 1843 Sims Place 17-50279-040		Total	Val. Inc.
	Val. Inc.	Base	Val. Inc.	Base	Val. Inc.	Base		
<b>2006</b>								
Land	802,600	316,000	316,000	262,400	262,400	0	1,381,000	Base
Imp.	<u>36,600</u>	<u>837,300</u>	<u>837,300</u>	<u>828,200</u>	<u>828,200</u>	0	<u>1,702,100</u>	Base
Total	839,200	1,153,300	1,153,300	1,090,600	1,090,600	0	3,083,100	Base
<b>2007</b>								
Land	802,600	316,000	316,000	262,400	262,400	0	<u>1,381,000</u>	0
Imp.	<u>501,800</u>	<u>1,278,700</u>	<u>1,278,700</u>	<u>441,400</u>	<u>828,200</u>	0	<u>2,608,700</u>	<u>906,600</u>
Total	1,304,400	1,594,700	1,594,700	1,090,600	1,090,600	0	3,989,700	906,600
<b>2008</b>								
Land	923,000	442,400	442,400	275,400	275,400	13,000	<u>1,640,800</u>	259,800
Imp.	<u>1,595,000</u>	<u>1,152,300</u>	<u>1,152,300</u>	<u>828,200</u>	<u>828,200</u>	0	<u>3,575,500</u>	<u>1,873,400</u>
Total	2,518,000	1,678,800	1,594,700	1,103,600	1,103,600	13,000	5,216,300	2,133,200
<b>2009</b>								
Land	923,000	442,400	442,400	275,400	275,400	13,000	<u>1,640,800</u>	259,800
Imp.	<u>1,595,000</u>	<u>1,152,300</u>	<u>1,152,300</u>	<u>828,200</u>	<u>828,200</u>	0	<u>3,575,500</u>	<u>1,873,400</u>
Total	2,518,000	1,678,800	1,594,700	1,103,600	1,103,600	13,000	5,216,300	2,133,200
<b>2010</b>								
Land	923,000	442,400	442,400	275,400	275,400	13,000	<u>1,640,800</u>	259,800
Imp.	<u>1,595,000</u>	<u>1,152,300</u>	<u>1,152,300</u>	<u>5,499,100</u>	<u>5,499,100</u>	4,670,900	<u>8,246,400</u>	<u>6,544,300</u>
Total	2,518,000	1,678,800	1,594,700	5,774,500	5,774,500	4,683,900	9,887,200	6,804,100
<b>2011</b>								
Land	923,000	442,400	442,400	275,400	275,400	13,000	<u>1,640,800</u>	259,800
Imp.	<u>1,595,000</u>	<u>1,152,300</u>	<u>1,152,300</u>	<u>5,934,900</u>	<u>5,934,900</u>	5,106,700	<u>8,682,200</u>	<u>6,980,100</u>
Total	2,518,000	1,678,800	1,594,700	6,210,300	6,210,300	5,119,700	10,323,000	7,239,900

## Exhibit G-4 Clinic Expansion / Remodel and Parking Ramp #1

Address Tax Parcel ID	Clinic Expansion / Remodel			Subtotal	Val. Inc.	Parking Ramp #1 1728 South Ave 17-50277-060	Val. Inc.	Clinic and Ramp #1 various 17-50277-600	Val. Inc.
	1836 South Ave 17-30086-010	1836 South Ave 17-30086-020	1836 South Ave 17-30086-030						
<b>2006</b>									
Land	83,200	108,900	51,700	966,600	Base	653,900	Base	1,620,500	Base
Imp.	<u>15,953,400</u>	<u>0</u>	<u>0</u>	<u>15,953,400</u>	<u>Base</u>	<u>0</u>	<u>Base</u>	<u>15,953,400</u>	<u>Base</u>
Total	16,036,600	108,900	51,700	16,920,000	Base	653,900	Base	17,573,900	Base
<b>2007</b>									
Land	83,200	108,900	51,700	966,600	0	653,900	0	1,620,500	0
Imp.	<u>15,953,400</u>	<u>0</u>	<u>0</u>	<u>15,953,400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15,953,400</u>	<u>0</u>
Total	16,036,600	108,900	51,700	16,920,000	0	653,900	0	17,573,900	0
<b>2008</b>									
Land	80,100	105,200	50,000	1,008,800	42,200	518,300	(135,600)	1,527,100	(93,400)
Imp.	<u>15,953,400</u>	<u>0</u>	<u>0</u>	<u>15,953,400</u>	<u>0</u>	<u>2,046,900</u>	<u>2,046,900</u>	<u>18,000,300</u>	<u>2,046,900</u>
Total	16,033,500	105,200	50,000	16,962,200	42,200	2,565,200	1,911,300	19,527,400	1,953,500
<b>2009</b>									
Land	83,500	107,700	51,200	1,034,100	67,500	530,500	(123,400)	1,564,600	(55,900)
Imp.	<u>24,533,100</u>	<u>0</u>	<u>0</u>	<u>24,533,100</u>	<u>8,579,700</u>	<u>9,078,500</u>	<u>9,078,500</u>	<u>33,611,600</u>	<u>17,658,200</u>
Total	24,616,600	107,700	51,200	25,567,200	8,647,200	9,609,000	8,955,100	35,176,200	17,602,300
<b>2010</b>									
Land	83,500	107,700	51,200	1,034,100	67,500	530,500	(123,400)	1,564,600	(55,900)
Imp.	<u>24,917,100</u>	<u>0</u>	<u>0</u>	<u>24,917,100</u>	<u>8,963,700</u>	<u>9,078,500</u>	<u>9,078,500</u>	<u>33,995,600</u>	<u>18,042,200</u>
Total	25,000,600	107,700	51,200	25,951,200	9,031,200	9,609,000	8,955,100	35,560,200	17,986,300
<b>2011</b>									
Land	NA	NA	NA	NA	NA	NA	NA	1,343,600	(276,900)
Imp.	NA	NA	NA	NA	NA	NA	NA	<u>34,604,100</u>	<u>18,650,700</u>
Total	NA	NA	NA	NA	NA	NA	NA	35,947,700	18,373,800

Note 1: Commencing in 2011, the clinic parcels are deleted and a new parcel is created which includes Parking Ramp #1 as Tax ID 17-50277-600  
3/30/2012

## Exhibit G-5

### Parking Ramp #2 / Annual PILOT

<i>Address</i>	Parking Ramp #2	
<i>Tax Parcel ID</i>		<i>Val. Inc.</i>
<b>2006</b>		
Land	293,400	Base
Imp.	<u>0</u>	<u>Base</u>
<b>Total</b>	<b>293,400</b>	<b>Base</b>
<b>2007</b>		
Land	293,400	0
Imp.	<u>0</u>	<u>0</u>
<b>Total</b>	<b>293,400</b>	<b>0</b>
<b>2008</b>		
Land	353,600	60,200
Imp.	<u>0</u>	<u>0</u>
<b>Total</b>	<b>353,600</b>	<b>60,200</b>
<b>2009</b>		
Land	353,600	60,200
Imp.	<u>0</u>	<u>0</u>
<b>Total</b>	<b>353,600</b>	<b>60,200</b>
<b>2010</b>		
Land	577,900	284,500
Imp.	<u>0</u>	<u>0</u>
<b>Total</b>	<b>577,900</b>	<b>284,500</b>
<b>2011</b>		
Land	577,900	284,500
Imp.	<u>11,638,400</u>	<u>11,638,400</u>
<b>Total</b>	<b>12,216,300</b>	<b>11,922,900</b>

Note 1: Parking Ramp #2 become tax exempt on January 1, 2011.

Note 2: Under the terms of the development agreement, Parking Ramp #2 requires a PILOT, which is treated as a payment of taxes for purposes of calculating cash grants.

3/30/2012

03-30-12

**Exhibit H**  
**Living Wage Resolution**

See attached Living Wage Resolution.

Living Wage

FILE # 2003-07-002

REPORT OF COMMITTEE

To the Honorable Mayor and Common Council of the City of La Crosse:

Your Judiciary & Administrative Committee and Finance & Personnel Committee on April 8, 2003, having under consideration the annexed resolution approving a living wage for construction contracts and development agreements that are financed in part with City funds which benefit primarily a single business organization so that families and individuals meet a certain minimum level of decency, recommends the same be adopted as second amended.

Respectfully submitted,

Richard P. Becker, Chmn  
Charles Clemence  
Dave Goodin  
Jon M. Olson  
Todd Olson  
Robert Slaback

David R. Morrison, Chmn.  
Joe Ledvina  
Douglas Farmer  
Mark Johnsrud  
Mark Meyer

REPORT AND  
RESOLUTION ADOPTED

APR 10 2003  
BY COUNCIL

APR 23 2003

RT  
MP  
Mayor

SECOND AMENDED RESOLUTION

WHEREAS, La Crosse is and will continue to be a business friendly community,  
and

WHEREAS, City of La Crosse taxpayers subsidize low wage jobs through increased taxes for health and human services for the poor, and

WHEREAS it should be a basic right of all workers to earn a living wage in accordance with State law and in order to provide for their families and to meet a certain minimum level of decency, and

~~WHEREAS, the City of La Crosse lets many contracts each year for maintenance, construction and repair projects and considering the impact that these projects have on the taxpaying citizens of the City, these contracts should not allow the work to be performed at any wage less than a living wage.~~

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that said living wage be not less than 110 percent of the annual income of a family of four, based on the U.S. Department of Health and Human Services most recent poverty guidelines, which wage at the current time would be ~~\$9.73~~ \$8.11 per hour.



BE IT FURTHER RESOLVED that in order for said living wage to be carried out according to the intent of this resolution, the City of La Crosse shall not enter into any development agreement or capital expenditure for the primary benefit of a single business or organization, unless it is demonstrated that the majority of the full-time jobs created or supported by the expenditure will command wages equal to or greater than this living wage amount.

BE IT FURTHER RESOLVED that this living wage policy should not apply to any job that is subject to the prevailing wage laws, in which event said applicable prevailing wage law shall apply, and that the same not displace or disrupt the past practices of utilizing union labor wages in such cases.

BE IT FURTHER RESOLVED that this resolution shall not in any way be used or is the same intended to reduce wages received by full-time skilled and unskilled workers.

BE IT FURTHER RESOLVED that the living wage previously referred to herein include the basic wage plus fringe benefits in accordance with the methodology utilized for public construction contracts for what is known as the prevailing wage in order to meet Davis-Bacon requirements as well as Wisconsin public construction contract requirements.

BE IT FURTHER RESOLVED that fringe benefits include health insurance, retirement, life insurance, vacation and some contributions to training funds and do not include employer payments or contributions required by other federal, state or local laws, such as the employer's contribution to social security or some disability payments.

~~BE IT FURTHER RESOLVED that this resolution shall not apply to non-profit, tax-exempt organizations, which are exempt from state and federal income tax.~~

Typed: 4-9-03

Approved: