



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, February 1, 2024

6:00 PM

Council Chambers
City Hall, First Floor

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

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

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

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

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

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

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[23-0970](#)

Resolution authorizing the acquisition of property interests for a street opening and infrastructure improvements for the River Point District property and appropriation of funds.

Sponsors: Janssen

[24-0035](#)

Resolution approving Communications Utility Easement with the Board of Regents of the University of Wisconsin System.

Sponsors: Reynolds

- [24-0085](#) Resolution authorizing the appointment of an interim Airport Director effective January 18, 2024.
Sponsors: Dickinson
- [24-0089](#) Resolution amending capital projects at the La Crosse Regional Airport.
Sponsors: Dickinson
- [24-0095](#) Resolution approving a reorganization to the table of positions and classifications within the City of La Crosse Planning, Development and Assessment department.
Sponsors: Happel
- [24-0113](#) Resolution declaring certain property located at 1307 16th St S (Parcel #17-50265-10) as surplus property.
Sponsors: Reynolds
- [24-0118](#) Resolution adopting Sanitary Sewer Utility Rate Review and Cash Reserve Policy.
Sponsors: Schwarz
- [24-0147](#) Resolution approving a Memorandum of Understanding (MOU) between the City of La Crosse Fire Department and the La Crosse County Historical Society regarding a renewable loan of historical apparatuses.
Sponsors: Goggin
- [24-0150](#) Resolution authorizing funding for Utility Infrastructure Work at River Point District for Phase 3.
Sponsors: Janssen
- [24-0151](#) Resolution approving lease renewal with Rivercrest Village Partners.
Sponsors: Reynolds
- [24-0153](#) Resolution authorizing the reallocation of remaining 2020 Capital Equipment Budget funds to 2024 approved Capital Equipment Budget funds to replace Rescue Boat.
Sponsors: Woodard
- [24-0154](#) Resolution providing for the redemption and payment prior to maturity of the Note Anticipation Notes, Series 2021, of the City of La Crosse, La Crosse County, Wisconsin, and, in connection therewith, the execution of related documents necessary to effectuate such redemption.
Sponsors: Reynolds
- [24-0157](#) Resolution approving a change in funding source and scope for the fifth change order to the energy saving performance contract with Johnson Controls, Inc.
Sponsors: Reynolds
- Short-circuited by Mayor Reynolds on 1.29.2024*

[24-0112](#)

Resolution approving a development agreement for War Eagle, LLC.

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

Sponsors: Janssen

Short-circuited by Mayor Reynolds on 1.30.2024

[24-0001](#)

Collective Bargaining Update.

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

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Finance & Personnel Members:

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0970

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the acquisition of property interests for a street opening and infrastructure improvements for the River Point District property and appropriation of funds.

RESOLUTION

WHEREAS, the property known as the River Point District development is being developed by the City of La Crosse and Redevelopment Authority of La Crosse, and such development will provide economic growth and aesthetic benefit to the city and the surrounding area, including growth in the tax base and job creation, and

WHEREAS, the development of this project requires the opening, widening, extension or change of a street and related infrastructure improvements, including utilities, as set forth in Exhibit A, and accordingly, it is necessary for the City to acquire certain land and/or property interests.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that the opening, widening, extension or change of street and related infrastructure improvements, including utilities, are necessary in the interests of public convenience, health, welfare, and safety.

BE IT FURTHER RESOLVED that it is also necessary for the City of La Crosse, in the furtherance of the above-stated public interest and purpose, to acquire property interests, including easements or fee title in certain real estate.

BE IT FURTHER RESOLVED that the City of La Crosse will acquire, by condemnation in accordance with Chapter 32, Wisconsin Statutes, if necessary, property interests, including any easements or fee title in real estate, from all persons or entities that have an interest in said property.

BE IT FURTHER RESOLVED those expenses related to the acquisition and development, including, but not limited to, appraisals, environmental assessments, condemnation specialists, title work, surveys, acquisition costs, taxes, closing costs, relocation costs, demolition, site fill and legal expenses shall be paid from cash available as a Tax Increment Financing District 18 expense in an amount up to \$1,300,000.

BE IT FURTHER RESOLVED that the Board of Public Works, City Engineer, Director of Finance, Director of Planning, Development and Assessment, and City Attorney are authorized and directed to take any and all steps necessary to acquire the property interests for this project and effectuate this resolution.

CONVENTIONAL SYMBOLS

SECTION LINE		SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	
QUARTER LINE		SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	
SIXTEENTH LINE		GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	
NEW REFERENCE LINE		SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE		SIGN		COMPENSABLE SIGN	
EXISTING R/W OR HE LINE		COMPENSABLE SIGN		NON-COMPENSABLE SIGN	
PROPERTY LINE		NO ACCESS (BY STATUTORY AUTHORITY)		NO ACCESS (NEW HIGHWAY)	
LOT, TIE & OTHER MINOR LINES		ACCESS RESTRICTED BY ACQUISITION		NO ACCESS (BY STATUTORY AUTHORITY)	
SLOPE INTERCEPT		NO ACCESS (BY PREVIOUS PROJECT OR CONTROL)		NO ACCESS (NEW HIGHWAY)	
CORPORATE LIMITS		NO ACCESS (NEW HIGHWAY)		PARCEL NUMBER (25)	UTILITY NUMBER (40)
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)		PARCEL NUMBER (25)		UTILITY NUMBER (40)	
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)		PARALLEL OFFSETS			
TEMPORARY LIMITED EASEMENT AREA					
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)					
TRANSMISSION STRUCTURES					
BUILDING TO BE REMOVED					
BRIDGE					
CULVERT					

CONVENTIONAL UTILITY SYMBOLS

WATER	
GAS	
TELEPHONE	
OVERHEAD TRANSMISSION LINES	
ELECTRIC	
CABLE TELEVISION	
FIBER OPTIC	
SANITARY SEWER	
STORM SEWER	
ELECTRIC TOWER	

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM		
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED EASEMENT	TLE
GRID NORTH	GN		
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY NUMBER	NGS		
OUTLOT	NO		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), LA CROSSE COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

DIMENSIONING FOR THE NEW MEASURED RIGHT-OF-WAY IS ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF LA CROSSE.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE DETAIL PAGES.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

R/W PROJECT NUMBER LACRS155715	SHEET NUMBER 4.01	TOTAL SHEETS 1
FEDERAL PROJECT NUMBER LACRS155715		
PLAT OF RIGHT OF WAY REQUIRED FOR RIVER POINT DISTRICT MARSH LANE		
MARSH LANE	LA CROSSE COUNTY	
CONSTRUCTION PROJECT NUMBER LACRS155715		

R/W POINTS STATION & OFFSET TABLE

POINT	STATION	OFFSET
100	317+13.89	43.00' LT
101	316+98.16	43.00' LT
103	316+99.28	50.00' RT
104	315+24.08	50.00' RT
105	315+23.87	43.01' RT
106	315+21.37	43.00' LT
107	317+15.17	0.00'
108	316+98.68	0.00'
109	315+22.62	0.00'

FEE COURSE TABLE

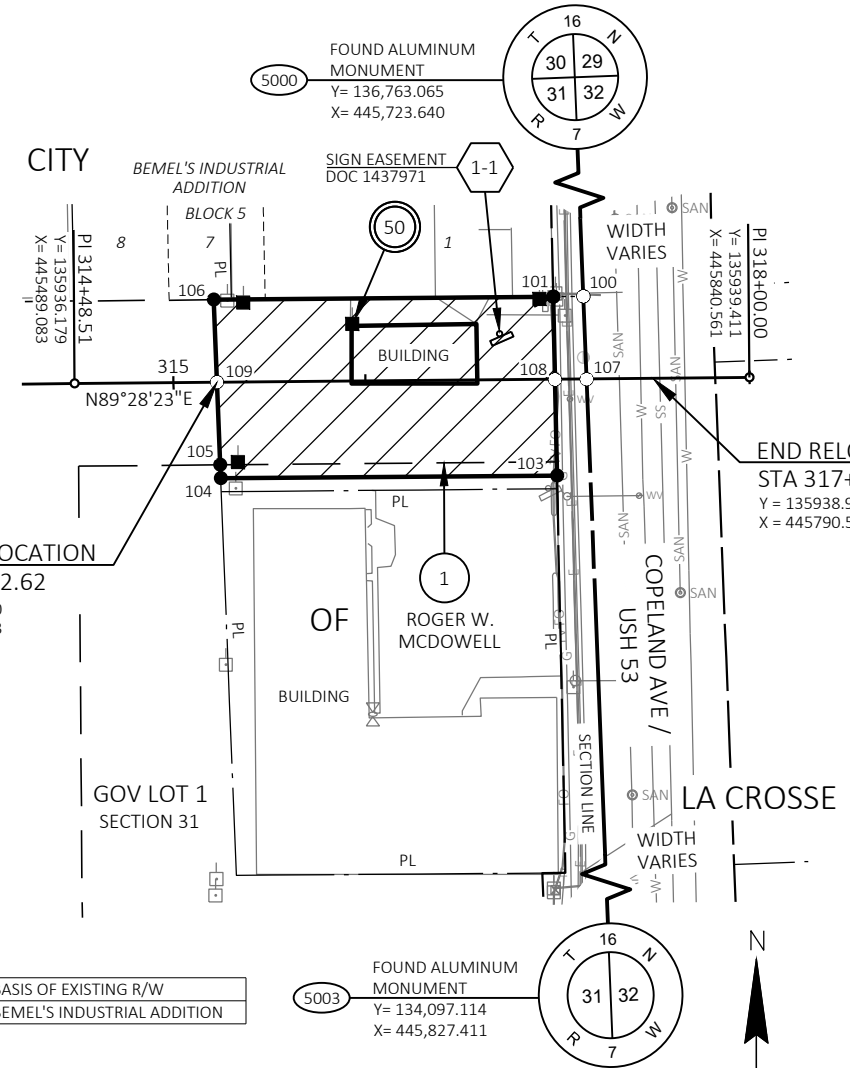
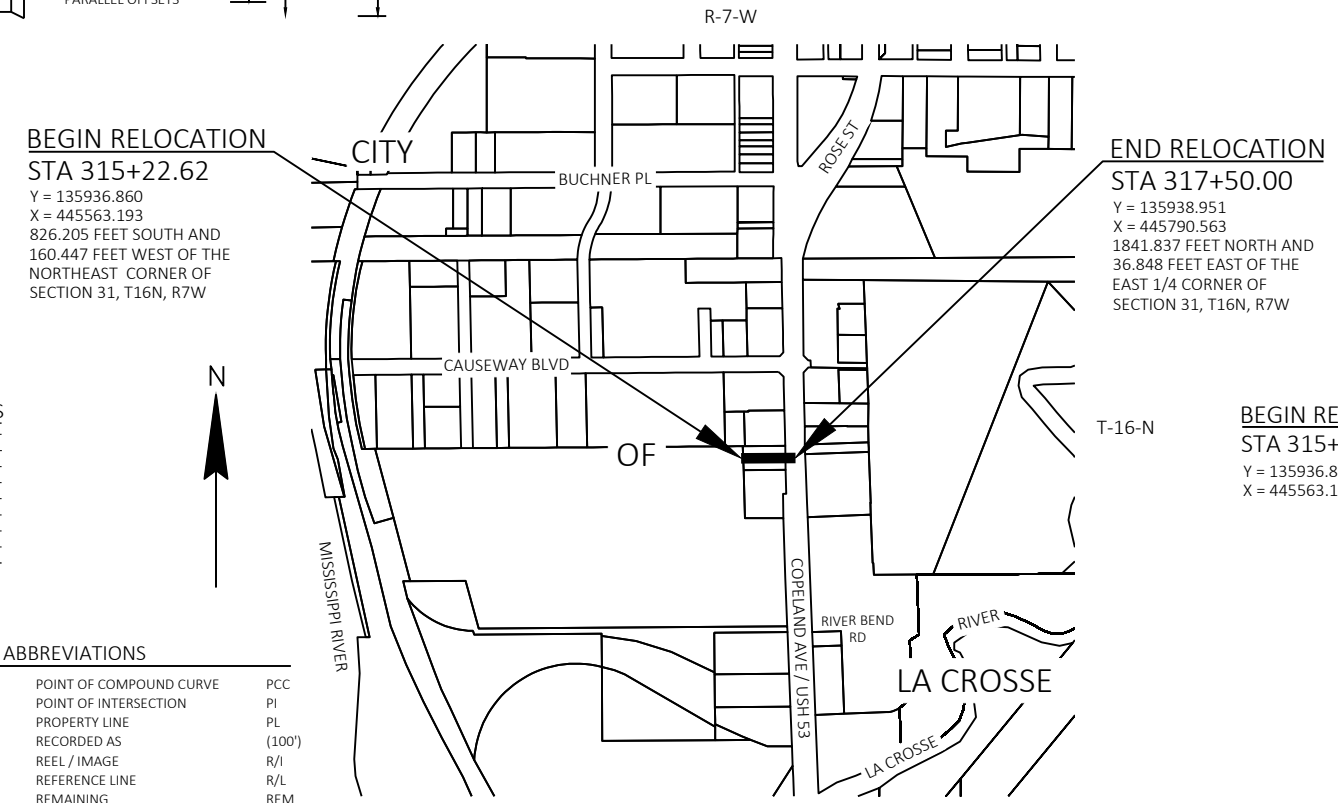
COURSE	BEARING	DISTANCE
100 - 101	S 89° 28' 28" W	15.73'
101 - 103	S 01° 12' 59" E	93.00'
103 - 104	S 89° 28' 23" W	175.20'
104 - 105	N 02° 16' 18" W	6.99'
105 - 106	N 02° 11' 22" W	86.05'
106 - 101	N 89° 28' 23" E	176.79'

COURSE BREAKDOWN TABLE

COURSE	BEARING	DISTANCE
101 - 108	S 01° 12' 59" E	43.00'
108 - 103	S 01° 12' 59" E	50.00'
105 - 109	N 02° 11' 22" W	43.03'
109 - 106	N 02° 11' 22" W	43.02'

SECTION LINE - COURSE TABLE

COURSE	BEARING	DISTANCE
5000 - 100	S 02° 13' 45" E	782.04'
100 - 107	S 02° 13' 45" E	43.02'
107 - 5003	S 02° 13' 45" E	1842.91'
5000 - 5003	S 02° 13' 45" E	2667.97'



ROAD NAME	BASIS OF EXISTING R/W
COPELAND AVE	BEMEL'S INDUSTRIAL ADDITION

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE ACRES
			NEW	EXISTING	TOTAL	
1	ROGER W. MCDOWELL COLLINS OUTDOOR ADVERTISING, INC	FEE	0.38	-	0.38	-
50	XCEL ENERGY	RELEASE OF RIGHTS	-	-	-	-

SCHEDULE OF SIGN STRUCTURES

SIGN NUMBER	SIGN OWNER	OASIS NUMBER
1-1	COLLINS OUTDOOR ADVERTISING, INC ROGER W. MCDOWELL	002818

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

Original Plat Prepared by

WISCONSIN LAND SURVEYOR

JASON L. CANCE
S-2688
CHIPPewa FALLS WI

(Signature) 12-14-2023 (Date)

ACCEPTED FOR

CITY OF LA CROSSE

DATE: _____ (Signature and Title of Official)

CONVEYANCE OF RIGHTS IN LAND

(Non-Fee Land Interests)

Exempt from-filing transfer form s.77.21(1) Wis. Stats.
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

Xcel Energy, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the City of La Crosse, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:
None

This space is reserved for recording data

Return to
City of La Crosse
Attn: Andrea Trane
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number
17-20251-030

Legal Description

Part of Government Lot 1, Section 31, T16N, R7W, La Crosse County, Wisconsin, subject to Grantor's easement or interests included in lands acquired by the Grantee for Project LACRS155715 City of La Crosse (Marsh Lane) River Point District, La Crosse County, dated 12-14-2023 as filed with the County Clerk of La Crosse County, State of Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
County _____) ss.
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
Ipa1560 04/2016 (replaces Ipa1560 08/2011)

THIS DEED, made by **Roger W. McDowell**, GRANTOR, conveys and warrants the property described below to the **City of La Crosse**, GRANTEE, for the sum of _____ dollars (\$ _____).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
City of La Crosse
Attn: Andrea Trane
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number
17-20251-030

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Date

State of _____)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

FEE TITLE in and to the following described tract located in part of Government Lot 1, Section 31, T16N, R7W, City of La Crosse, La Crosse County, Wisconsin, described within the following traverse:

Commencing at the Northeast Corner of said Section 31, thence S02°13'45"E a distance of 782.04 feet along the east line of said Government Lot 1; thence S89°28'28"W a distance of 15.73 feet to a point on the westerly right of way of Copeland Avenue, also being the point of beginning; thence S01°12'59"E along the westerly right of way of Copeland Avenue a distance of 93.00 feet; thence S89°28'23"W 175.20 feet; thence N02°16'18"W 6.99 feet; thence N02°11'22"W 86.05 feet to a point on the southerly line of Bemel's Industrial Addition; thence N89°28'23"E 176.79 feet to a point on the westerly right of way of Copeland Avenue, also being the point of beginning.

Said parcel contains 0.38 acres of new right of way.

Also, included herein is all right, title and interest in and to any outdoor advertising sign site and sign structure including leasehold or permit interests, related to the sign known as OASIS number 002818.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0035

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving Community Utility Easement with the Board of Regents of the University of Wisconsin System.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Communications Utility Easement.

BE IT FURTHER RESOLVED that the Mayor and City staff are hereby authorized to take any and all steps necessary to effectuate this resolution, including signing any required documents.

COMMUNICATIONS UTILITY EASEMENT

For and in consideration of One and no/100 Dollars (\$1.00), the undersigned, The Board of Regents of the University of Wisconsin System, hereinafter called "Grantor," hereby grants to the City of La Crosse, a Wisconsin municipal corporation, hereinafter referred to as "City," this underground communication utility easement."

RECITALS

A. Grantor owns real property in the City of La Crosse, La Crosse County, Wisconsin, described as follows:

See attached Exhibit A.

(the "Property")

B. City wishes to locate within the Property the facilities described as follows:

The necessary cables, wires, conduits fixtures and other facilities and appurtenances necessary for the purpose of locating an underground communication fiber optic line which will span between two wells owned by the City of La Crosse running through the athletic fields of the University of Wisconsin—La Crosse.

C. Grantor agrees to grant City, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild, or remove the Facilities under and upon the following described portion of the property.

A parcel of land being part of the NW ¼ of the SW ¼ of Section 33, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin described as follows:

A strip of land 10.00 feet wide as shown in Exhibit "A", attached hereto and described as commencing at the West ¼ corner of said Section 33; thence S 89°15'16" E, 1327.40' to the Northeast corner of the Northwest ¼ of the Southwest ¼ of Section 33; thence S 55°02'03" W, 955.79' to the Northeast corner of a City owned parcel for Well #21; thence S 01°22'45" E, 103.13' to the Southeast corner of said parcel; thence along the South line of said parcel S 88°37'15" W, 27.60' to the point of beginning of this easement centerline description; thence S 76°23'37" E, 69.02'; thence S 88°01'35" E, 15.68'; thence N 81°07'54" E, 57.08'; thence N 89°54'53" E, 107.41'; thence N 87°21'42" E, 300.31'; thence S 81°04'12" E, 13.27' to the West line of a City owned parcel for Well #20 and the termination point of this easement centerline. The sidelines of the above-described easement shall be shortened or lengthened as needed to the City Well parcel boundaries.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the City, a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge and maintain the necessary cables, wires, supports, conduits, and other appurtenances necessary for the purpose of an underground fiber optic communication line between two wells owned by the City La Crosse running through the athletic fields of the University of Wisconsin – La Crosse. Grantor also grants to the City of La Crosse the full right and authority to (1) reasonably access the easement area and the facilities over and across the property for the purpose of maintaining, replacing and constructing the underground fiber optic communication line; and (2) the right of reasonable temporary use by the City of La Crosse of the property adjacent to the easement area during construction, repair or replacement of the underground fiber optic communication line.

This space is reserved for recording data

Return to & Drafted by:

City Attorney
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

17-20261-10 & 17-22660-90

After installation of the fiber optic cable or after the exercise of any of the rights granted herein, the City agrees to restore the Property and the Easement area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils and equipment resulting from the use of the easement area.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties regarding the subject matter herein and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms thereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as City, its successors and assigns have notified Grantor, its successors or assigns, that City has abandoned and relinquishes its easement rights. Following such notification by City, Grantor, its successors and assigns may require by written notification that City remove all of its equipment from the easement area at City's expense, or if no notification is given, then City may decide to abandon such facilities in place. City shall deliver a recordable release of easement within 180 days of date of written notification of abandonment and relinquishment.

The undersigned certify that this instruction is executed with the full right, power and authority to do so on behalf of Grantor.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

BY: *Alexandria Roe*
Alexandria Roe, Assoc. VP Capital Planning and Budget

BY: _____

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

Dated this 21st day of November, 2023.

BY: *Ellen W. Rosner*
Notary Public, State of Wisconsin
My Commission: 5/22/2027

Ellen W. Rosner



EXHIBIT "A"

COMMUNICATIONS EASEMENT

LANDOWNER:
UW-LA CROSSE
BOARD OF REGENTS

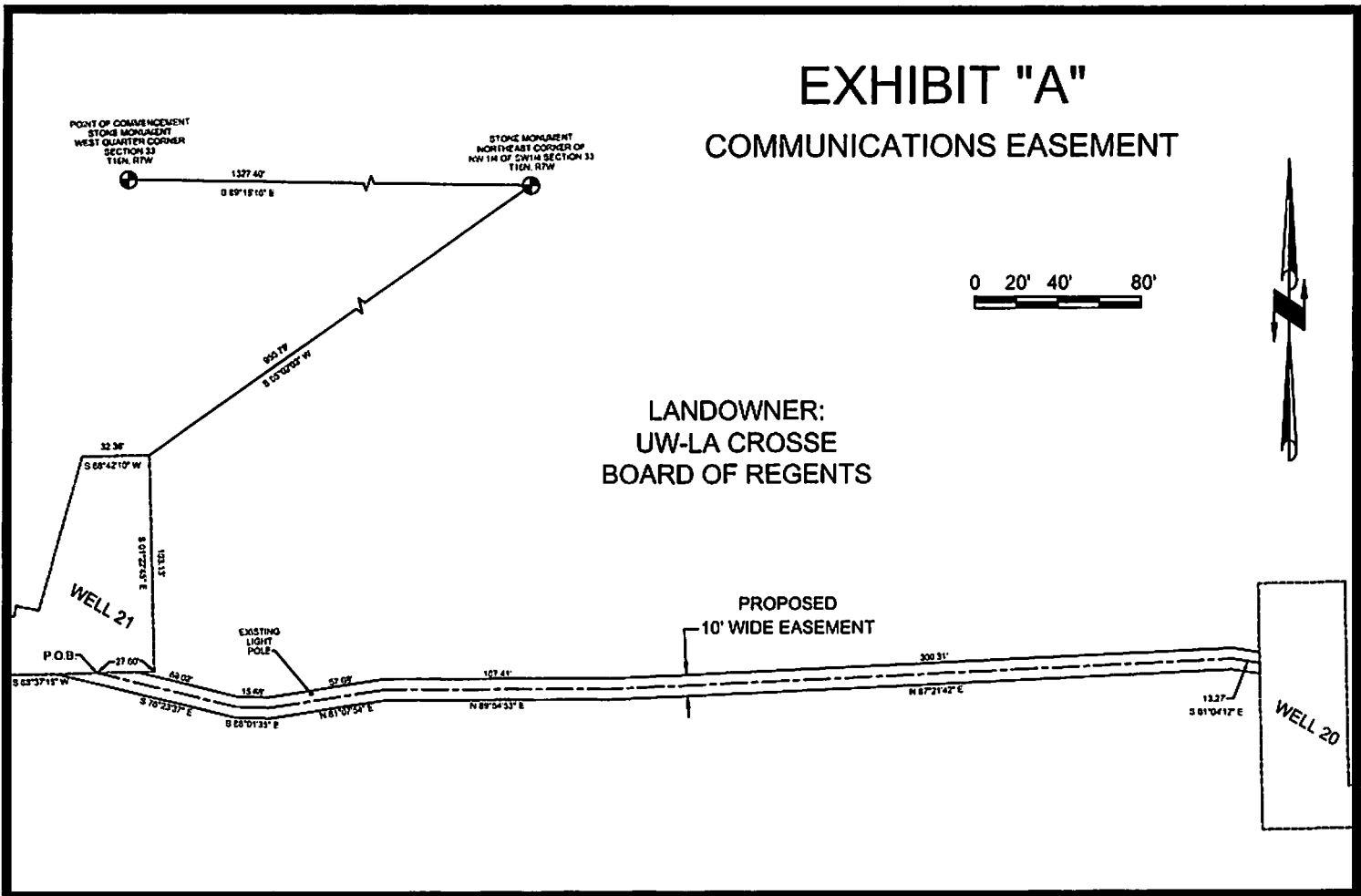
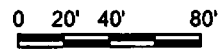


EXHIBIT "A"

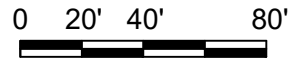
COMMUNICATIONS EASEMENT

POINT OF COMMENCEMENT
STONE MONUMENT
WEST QUARTER CORNER
SECTION 33
T16N, R7W

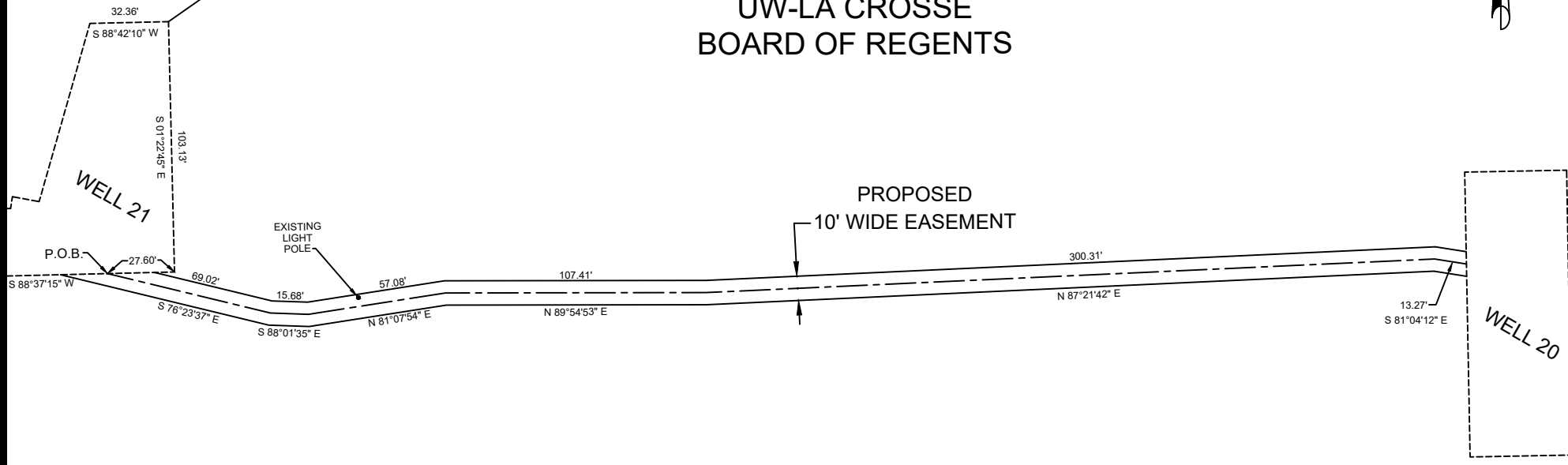
STONE MONUMENT
NORTHEAST CORNER OF
NW 1/4 OF SW 1/4 SECTION 33
T16N, R7W

1327.40'
S 89°15'16" E

955.79'
S 55°02'03" W



LANDOWNER:
UW-LA CROSSE
BOARD OF REGENTS





CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0085

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing the appointment of an interim Airport Director effective January 18, 2024

RESOLUTION

WHEREAS, Ian Turner, La Crosse Regional Airport Director informed the Common Council of his intent to resign effective January 17th, 2024; and

WHEREAS, it is essential and necessary that continuity of leadership be maintained to ensure the efficient operation of the La Crosse Regional Airport; and

WHEREAS, the Aviation Board recommends that Lauren Koss be appointed as interim Director of the La Crosse Regional Airport and that this recommendation be approved by the Common Council of the City of La Crosse.

NOW THEREFORE BE IT RESOLVED by the Common Council that Lauren Koss be appointed as the interim La Crosse Regional Airport Director effective January 18th, 2024, and be paid at a Grade 19 Step 1, (\$56.88/hour) for the La Crosse Regional Airport Director with funds available in the 2024 Airport Operating Budget.

BE IT FURTHER RESOLVED that the Director of Human Resources is hereby authorized to take all necessary steps to implement the resolution.



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LEGISLATION STAFF REPORT FOR COUNCIL

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Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

January 17th, 2024

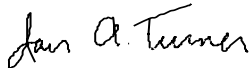
Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 24-0085 – *Resolution authorizing the appointment of an interim Airport Director effective January 18th, 2024.*

Therefore, it is respectfully requested that the Common Council approve the same.

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Neil Duresky
MEMBERS • Drake Hokanson, William Blank, Ryan Seib, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Tonya Townsell, David Winiacki



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0089

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution amending capital projects at the La Crosse Regional Airport

RESOLUTION

WHEREAS, Resolution 22-0789 approved the 2023-2027 Capital Budget, Resolution 23-0663 approved the 2024-2028 Capital Budget, and Resolution 23-0193 approved the 2024-2028 Capital Equipment Budget; and

WHEREAS, Project 617 – Taxiway A Relocation, Project 892 – Replace Terminal Atrium Roof, Project E162 – Airfield De-Ice/Plow Truck, and Project E333 – Airfield De-Ice Equipment were funded by these resolutions; and

WHEREAS, the Federal Aviation Administration has provided guidance that alters how Project 617 will occur and delays that project beyond the year 2030; and

WHEREAS, Project 892 has been addressed in a favorable and more cost-effective manner; and

WHEREAS, the grant award from the Federal Aviation Administration funding Project E162 included the requested de-ice equipment intended to be procured through Project E333; and

WHEREAS, Projects 617, 892, and E333 contain funding that is no longer necessary as currently allocated.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby return \$270,000 from Project 617 to Airport Operating funds (Fund 600).

BE IT FURTHER RESOLVED that \$85,000 be returned from Project E333 to Airport Operating funds (Fund 600).

BE IT FURTHER RESOLVED that \$650,000 be returned from Project 892 to Airport Operating funds (Fund 600).

BE IT FURTHER RESOLVED that the Finance Department make all necessary adjustments to reflect any associated state and Federal funds that will not be received by the City of La Crosse for these projects.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.



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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

January 17th, 2024

Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 24-0089 – *Resolution amending capital projects at the La Crosse Regional Airport.*

Therefore, it is respectfully requested that the Common Council approve the same.

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Neil Duresky
MEMBERS • Drake Hokanson, William Blank, Ryan Seib, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Tonya Townsell, David Winiacki



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0095

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a reorganization to the table of positions and classifications within the City of La Crosse Planning, Development and Assessment department.

RESOLUTION

WHEREAS, a pay and class study has been adopted by the City to ensure proper pay and classification; and

WHEREAS, the Classification and Compensation Plan contains a provision for department heads to request a position be reclassified when substantive changes in the nature of the duties, responsibilities, working conditions, and other factors occurs; and

WHEREAS, the Director of Planning, Development and Assessment has determined that a need to reclassify and reorganize positions within the Planning, Development and Assessment department has occurred due to eliminating contracted services; and

WHEREAS, the Director of Planning, Development and Assessment has made the appropriate request to the Director of Human Resources who must make a recommendation to the Common Council of the City of La Crosse.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby amends the table of positions and classifications within the City of La Crosse Planning, Development and Assessment by the following:

- Remove one (1) vacant Appraiser I position – non-exempt, Grade 9, Step 1 (\$28.91/hr.)
- Remove one (1) vacant Appraiser III position – non-exempt, Grade 11, Step 1 (\$33.10/hr.)
- Add one (1) Appraiser II position, Grade 10, Step 1 (\$30.94/hr.)
- Add one (1) position of Deputy Appraiser – exempt, Grade 14, Step 1 (\$40.55/hr.)

BE IT FURTHER RESOLVED that the changes to the table of positions and classification within the Planning, Development and Assessment is anticipated to add approximately \$8,000 to the overall operating budget in 2024.

BE IT FURTHER RESOLVED that the Director of Human Resources and the Director of Planning, Development and Assessment are hereby authorized and directed to take all necessary steps to implement this resolution.



Name		Department	Planning, Development and Assessment
Position Title	Deputy City Assessor	Reports To	Chief Assessor
FLSA	Exempt	Unit	Non-represented
Pay Grade	14		

Purpose of Position

The Deputy City Assessor position is intended to support the Chief Assessor and the overall functions within the Assessment department. This position will discover, list, value and defend taxable real and personal property within the City of La Crosse both vacant and improved. This position will determine market value appraisals of all types of properties, including, but not limited to, commercial, multi-residential, mercantile, recreational, and institutional real and personal property. The position of the Deputy City Assessor will provide leadership, training, and development to the assessment team. The Deputy City Assessor will assist with assessment valuations and ensure they are completed in accordance with state statutes and the Wisconsin Property Assessment Manual (WPAM) and will provide active leadership through the assessment year as it relates to meeting statutory and office deadlines.

Essential Duties & Responsibilities

The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

- Performs various duties of the Assessor in their absence.
- Assist in mentoring, training staff and staff development.
- Coordinates assessment work of Appraisers and evaluates employee work performance on a regular and ongoing basis; provide coaching and mentoring; Assist Chief Assessor with staff performance evaluations.
- Collaborates with the Chief Assessor in devising policies to meet immediate and long-term goals.
- Assists with filing reports and completing the annual assessment roll.
- Responsible for data collection and valuation of all classes of property.
- Sketch buildings, lots and improvement dimensions and calculate square footage and/or acreage. Review building plans related to building permit field work.
- Conduct meetings with property owners and/or their representatives and agents.
- Prepare assessment appeals cases and testify before the Board of Review, circuit court or the Department of Revenue. Collaborate with the Chief Assessor in reviewing and presenting appeals.
- Analysis of confidential income and expense form and rent roll information to calculate a net operating income to derive an income-based valuation for all assigned commercial properties.

The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

- Develop reports and public relations materials to educate and meet the requests of the public, administration, elected officials, and department supervisors.
- Perform statistical analysis, sales ratio studies to track current levels/ratios and make the appropriate changes to the Computer Aided Mass Appraisal System (CAMA).
- Conduct statistical modeling of assigned commercial and residential properties in Computer Aided Mass Appraisal System (CAMA) and corresponding land analysis during maintenance and revaluation years to maintain an appropriate level of value.
- Review sale validation for the State and the CAMA system to maintain accuracy.
- Assist with the completion of all State mandated reports, including Municipal Assessment Report, TID Assessment Reports and all required Statement of Assessments.
- Gather all information and documents regarding parcel land splits and land combinations. Verify and process new parcel creations to assign an assessed value.
- Assist in CAMA software training.
- Regular attendance is required.

Additional Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Attend meetings and speaking engagements as needed.
- Other duties as assigned.

Minimum Training & Experience Requirements

- Bachelor's degree in a field relating to property valuation or related field or five (5) years of experience in appraisal and law principles including a strong background in commercial valuation of complex commercial properties.
- Department of Revenue Assessor II Certification required.
- Department of Revenue Assessor III Certification preferred or able to obtain within twelve (12) months of hire.
- Prior experience in real property valuation; residential, commercial, and personal property valuation required.
- Prior experience in training, staff development, supervision and performance management preferred.
- Experience with CAMA software preferred.
- Board of Review experience, case preparation and defense; residential and commercial preferred.
- Prior experience in modeling residential and commercial data in preparation for revaluations and defense of assessed values required.
- Proficiency in Microsoft Excel preferred.

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- Proficient knowledge of the WPAM, State statutes and Marshall & Swift Valuation as they are related to property valuation and the assessment process required.
- Familiarity with the filing of State reports preferred.
- Must possess a valid driver's license and availability of a properly insured personal vehicle for use on the job required at time of hire and throughout employment – mileage reimbursement is provided.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiate, measure, assemble, copy, and record and transcribe data and information. Ability to classify, compute and tabulate data.
- Ability to advise and provide interpretation to others how to apply policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information such as invoices, time sheets, requisitions, purchase orders, budget reports, department statistical reports, department forms, meeting agenda, meeting minutes, regulations, blueprints, correspondence, and general operating manuals.
- Ability to communicate orally and in writing with department personnel, various city departments, the public, department governing committee/board members, vendor representatives, Common Council, news media representatives and the public.

Mathematical Ability

- Ability to add, subtract, multiply, and divide, and calculate percentages, fractions, and decimals.

Judgement and Situational Reasoning Ability

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties which may be subject to frequent change.

Physical Ability

- Ability to operate a variety of office equipment including computer terminal, telephone, photocopier, and printer.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as data entry.
- Ability to exert light physical effort in sedentary to light work, but which may involve some stooping, crouching, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify individual characteristics of colors, shapes and sounds associated with job-related objects, materials, and tasks.

Environmental Adaptability

- Ability to work under safe conditions where exposure to environmental factors such as repetitive computer keyboard use, and irate individuals poses a very limited risk of injury. Additionally, may be conditions where electrical currents, fumes, odors, dusts, gases, and extreme temperatures are present on occasion.



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0113

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution declaring certain property located at 1307 16th St S (Parcel #17-50265-10) as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse owns Parcel #17-50265-10, located at 1307 16th St S;
and

WHEREAS, there has been expressed interest in acquiring the property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the aforementioned parcels are declared surplus and will be offered for sale.

BE IT FURTHER RESOLVED that the Director of Parks, Recreation, Forestry, Buildings & Grounds, Planning Department, Development & Assessment, Board of Public Works, Director of Finance and City Attorney's Office are hereby authorized to take any and all steps to effectuate this resolution.



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LEGISLATION STAFF REPORT FOR COUNCIL

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Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



CITY OF LA CROSSE BOARD OF PUBLIC WORKS

400 LA CROSSE ST
LA CROSSE WI 54601-3396

MITCH REYNOLDS, President
REBECCA SCHWARZ, Council Member
TAMRA DICKINSON, Council Member
MATTHEW GALLAGER, City Engineer
ANDREA TRANE, Director Planning & Development
NIKKI M. ELSER, City Clerk - Secretary

January 16, 2024

Honorable Mayor and
Common Council Members

Re: 24-0097 (24-0113) Resolution declaring certain property located at 1307 16th St S (Parcel # 17-50265-10) as surplus property.

Ladies and Gentlemen:

The Board of Public Works considered the above matter at their meeting on January 16, 2024, and recommends the same be adopted.

Sincerely,

Mitch Reynolds
President

/slc

Agenda Item 24-0113 (Andrea Trane)

Resolution declaring certain property located at 1307 16th St S (Parcel #17-50265-10) as surplus property.

General Location

16th Street between Farnam St and Park Ave, South Community Library, Council District 10, Holy-Trinity Longfellow Neighborhood Association.

Background Information

On October 10, 2023, the La Crosse Public Library Board decided to permanently close the South Community Library effective December 1, 2023.

Recommendation of Other Boards and Commissions

Recommendation of La Crosse Public Library Board to close the facility.

Consistency with Adopted Comprehensive Plan

This property is part of the Holy Trinity Longfellow Neighborhood in the Comprehensive Plan. This item is not suggesting a change in use.





















Staff Recommendation

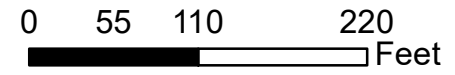
Staff recommends approval of declaring this property to be surplus.

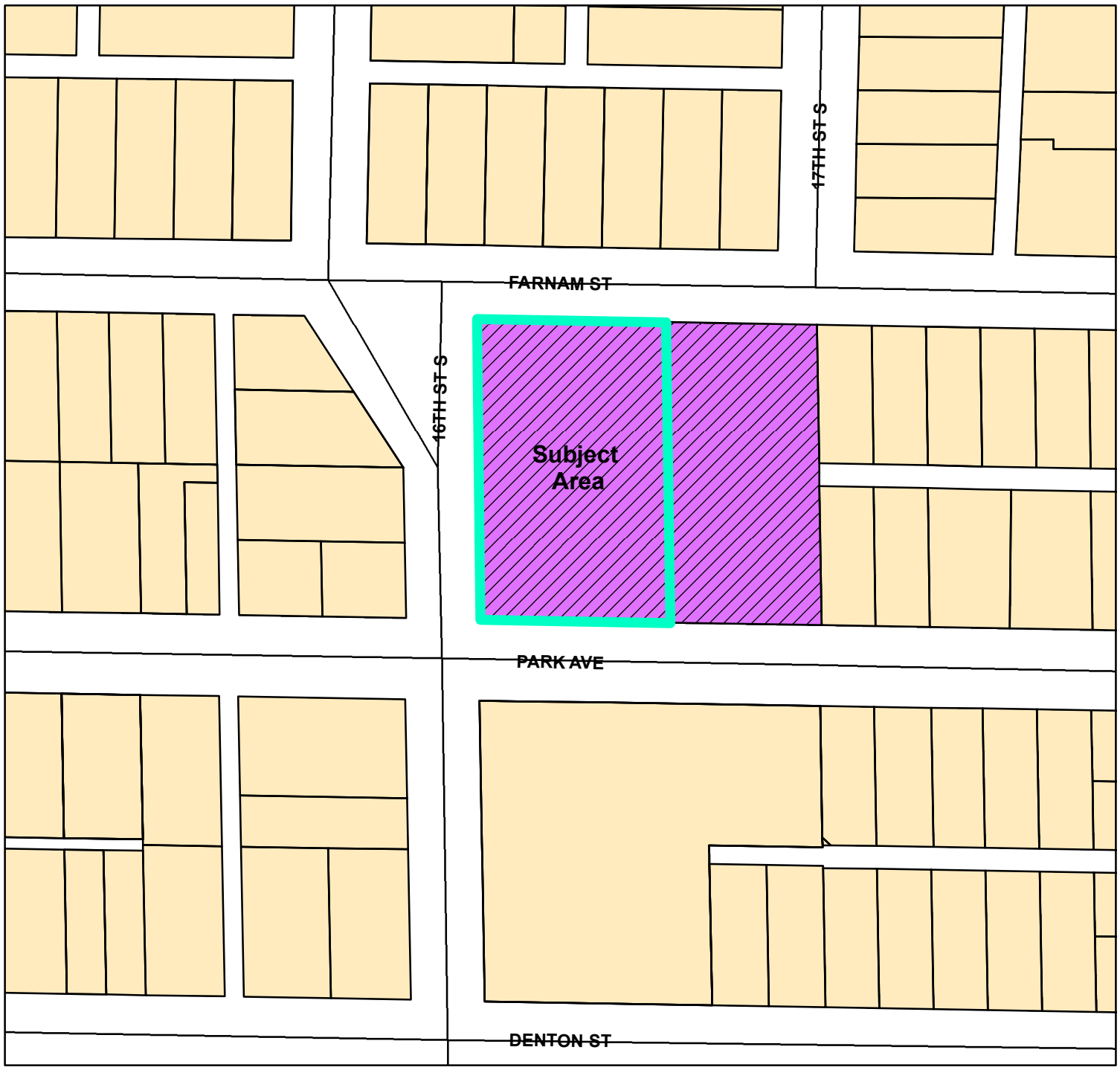
Routing F&P 2.1.24



BASIC ZONING DISTRICTS

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

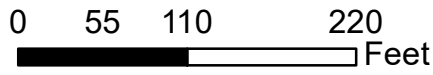




BASIC ZONING DISTRICTS

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-  City Limits
-  SUBJECT PROPERTY







City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0118

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution adopting Sanitary Sewer Utility Rate Review and Cash Reserve Policy.

RESOLUTION

WHEREAS, the Sanitary Sewer Utility exists so that current and future customers have availability and accessibility to safe, reliable and affordable wastewater disposal services, and

WHEREAS, the Board of Public Works has the authority for the management and governance of municipal utility operations, and

WHEREAS, the establishment and maintenance of appropriate working capital reserves and operating cash reserves are critical to maintaining a financially stable organization, and

WHEREAS, adequate cash reserves helps to mitigate the effects of economic volatility and uncertainty, and

WHEREAS, the adoption of a clear cash reserve policy is a foundation to strong fiscal management.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby adopts the reference Sanitary Sewer Utility Rate Review and Cash Reserve Policy.

BE IT FURTHER RESOLVED that future amendments to this policy shall go before the Board of Public Works as acting authority over utility operations.

BE IT FURTHER RESOLVED that the Director of Finance, Utilities Finance & Compliance Manager and Director of Engineering & Public Works are hereby authorized and directed to take all necessary steps to implement this resolution.

City of La Crosse

Sanitary Sewer Utility Rate Review and Cash Reserve Policy

1. INTRODUCTION AND PURPOSE

The La Crosse Sanitary Sewer Utility (“Utility”) operates and maintains a regional wastewater treatment plant on Isle La Plume, 27 sanitary lift (pumping) stations, and over 200 miles of sanitary sewers that make up the wastewater collection and treatment systems for the City of La Crosse. The Utility staff also operates and maintains seven lift stations and 134 miles of storm sewers as part of the Storm Water Utility.

Currently, the regional La Crosse treatment plant accepts and treats waste from not only the City but several adjacent entities, including the City of Onalaska, the Town of Campbell, Sanitary Districts 1 and 2 in the Town of Shelby, and the City of La Crescent.

The Utility is governed by the City Council (“Council”), the Board of Public Works (“BPW”), and the Finance and Personnel Committee (“F&P Committee”). This Rate Review and Cash Reserve Policy (the “Policy”) is designed to establish guidelines to ensure the fiscal stability of the Utility and provide guidance to the Utility staff, Council, BPW, and F&P Committee in the management of the Utility’s finances.

Properly designed rate review and reserve policies send a positive signal to ratepayers, investors, and regulatory and credit rating agencies that the City is committed to maintaining the long-run fiscal strength of the Utility. Strong and transparent financial policies, including maintaining prudent reserves for emergencies, rate stability, working capital and capital improvements, are consistent with best practices in the utility industry and are important to the Utility as they help to:

- Maintain the short-term and long-term financial health of the Utility.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Ensure cash exists for the timely payment of bills.
- Act as a significant positive credit factor in bond ratings.

2. ANNUAL RATE REVIEW POLICY

In 2025 and subsequent years, after completion of year end audit adjustments, Utility staff shall review the prior year’s year-end balances of designated and undesignated cash reserves and the rate of return and cash flow generated by the Utility during the preceding year. Utility staff shall report this information to the BPW, along with a recommendation regarding adjustment of sewer rates. The recommended actions may include no adjustment to rates, a cost-of-living adjustment, preparation of a full cost of service rate study, or other actions consistent with

Wisconsin law, City ordinances, intermunicipal agreements, bond covenants, or financial assistance agreements with the State of Wisconsin. Utility staff may report financial information or provide recommendations to the BPW for an adjustment to sewer rates more frequently than required by this policy.

3. CASH RESERVES POLICY

A. Definitions

1. **Restricted Reserves:** Restricted reserves are reserve funds that may only be used for a specific purpose(s) defined by City ordinance or policy, bond covenants, financial assistance agreements with the State of Wisconsin, intermunicipal agreements, Wisconsin Statutes, or other applicable regulations or agreements. Restricted reserves will be placed in segregated accounts and funds may only be used for the specified purpose(s).
2. **Unrestricted Reserves:** Unrestricted reserves may be used for any purpose authorized by Wisconsin Statutes.
3. **Designated Reserves:** Designated reserves include all cash reserves that are maintained by the Utility in accordance with this policy. This includes both restricted and unrestricted reserves.
4. **Undesignated Reserves:** Undesignated reserves include any reserves held by the Utility more than the cash reserves that are maintained in accordance with this policy.

B. General Policy

This policy establishes minimum target levels for cash reserves to be maintained by the Utility. All cash reserves held by the Utility in accordance with this policy are Designated Reserves. Only funds on hand more than the minimum amounts described in this policy may be considered "Undesignated Reserves". This policy establishes the following Designated Reserves, described in more detail below:

1. Operating Reserves
2. Special Redemption Fund
3. Debt Service Reserves
4. Equipment Replacement Fund
5. Connection Fee Fund
6. Capital Improvement Reserves

C. Operating Reserves

1. **Type:** Unrestricted
2. **Purpose and Definition:** Ensures sufficient resources to pay budgeted operating and maintenance expenses, recognizing the timing differences between payment of expenditures and receipt of revenues and the potential for unexpected expenses or loss of revenue.

3. Target (Minimum) Level: Equal to 250 days of operation and maintenance expenses, based on the most recent year's expenses.
 4. Events or Conditions Prompting Use of the Funds: Operating reserves may be routinely used by the Utility to cover temporary cash flow deficiencies caused by timing differences between revenues and incurring expense obligations, unexpected increases in operating expenses or loss of revenue.
- D. Special Redemption Fund
1. Type: Restricted.
 2. Purpose and Definition: Funds set aside to make current principal and interest payments on outstanding Utility debt. A fraction of the next principal and interest payment(s) is accumulated in this fund each month and used to make the payments when due.
 3. Target (Minimum) Level: As required by the Utility's schedule of principal and interest payments.
 4. Events or Conditions Prompting Use of the Funds: Funds in the Special Redemption Fund will be used as needed to make principal and interest payments when due.
- E. Debt Service Reserves
1. Type: Restricted
 2. Purpose and Definition: Ensures ability to make debt service payments in an extreme event that may impact the Utility's ability to provide services. The Debt Service Reserve is intended to prevent an event where the Utility would be unable to pay its debt service obligations during such emergencies, or extreme market disruptions.
 3. Target (Minimum) Level: As required by any notes or bonds issued by the Utility.
 4. Events or Conditions Prompting Use of the Reserve: The Debt Service Reserve may be utilized in the event the Utility is otherwise unable to pay its debt service obligations, in accordance with bond covenants.
- F. Equipment Replacement Fund
1. Type: Restricted
 2. Purpose and Definition: Funds set aside to pay the costs of replacing equipment necessary to maintain the capacity and performance of the wastewater collection and treatment system.
 3. Target (Minimum) Level: As required by the Wisconsin Department of Natural Resources (WDNR) as a condition of receiving any loans from the Wisconsin Clean Water Fund Program. It is the policy of the Utility to use the percentage schedule as defined by the WDNR to calculate the minimum amount of funds to be held in the Equipment Replacement Fund.
 4. Events or Conditions Prompting Use of the Reserve: These funds may be used on a regular basis to fund replacement of equipment, as defined by Wisconsin Administrative

Code. If the amount in the fund is reduced below the minimum amount required by WDNR, the Utility must replenish the funds within three years.

G. Connection Fee Fund

1. Type: Restricted
2. Purpose and Definition: Used to segregate connection fee revenues. These funds may only be used for capital improvements to the Wastewater Treatment Plant, interceptor sewers, or interceptor lift stations.
3. Target (Minimum) Level: All connection fee revenues collected by the Utility, less any funds expended for capital improvements as allowed for by this policy, City ordinance, and intermunicipal agreements.
4. Events or Conditions Prompting Use of the Reserve: These funds may be used for any capital improvement to the WWTP, interceptor sewers, or interceptor lift stations.

H. Capital Improvement Reserves

1. Type: Unrestricted
2. Purpose and Definition: Provide funds to ensure continuity of cash funded construction projects, recognizing the amount of cash funded construction may vary from year to year.
3. Target (Minimum) Level: Equal to the average amount of the next five years of cash funded capital outlay as defined by the Utility's adopted Capital Improvement Program.
4. Events or Conditions Prompting Use of the Funds: These funds may be used to cash fund routine capital improvements in a year when current revenues are less than the amount needed, or for unanticipated capital costs.

I. Funds in Excess of Minimum Reserve Requirements

Funds in excess of the minimum levels described above are considered Undesignated Reserve Funds of the Utility and may be used for any purposes consistent with Wisconsin law, City ordinances, intermunicipal agreements, bond covenants, or financial assistance agreements with the State of Wisconsin.

J. Replenishment of Reserves

Reserves below the minimum target levels could leave the Utility exposed to operational risks, credit risks, violation of bond covenants, or violation of financial assistance agreements with the State of Wisconsin. Should the Utility draw down reserves below the minimum targeted level, Utility staff will develop and present a plan to the BPW for replenishing reserves.



CITY OF LA CROSSE BOARD OF PUBLIC WORKS

400 LA CROSSE ST
LA CROSSE WI 54601-3396

MITCH REYNOLDS, President
REBECCA SCHWARZ, Council Member
TAMRA DICKINSON, Council Member
MATTHEW GALLAGER, City Engineer
ANDREA TRANE, Director Planning & Development
NIKKI M. ELSSEN, City Clerk - Secretary

January 29, 2024

Honorable Mayor and
Common Council Members

Re: 24-0118 Resolution adopting Sanitary Sewer Utility Rate Review and Cash Reserve Policy.

Ladies and Gentlemen:

The Board of Public Works considered the above matter at their meeting on January 29, 2024, and recommends the same be adopted.

Sincerely,

Mitch Reynolds
President

/slc



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0147

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a Memorandum of Understanding (MOU) between the City of La Crosse Fire Department and the La Crosse County Historical Society regarding a renewable loan of historical apparatuses.

RESOLUTION

WHEREAS, the La Crosse County Historical Society and the La Crosse Fire Department have shared a long history of cooperation with respect to Fire Department artifacts. The two organizations partnered on an exhibit in 2013, which was a tremendous success; and

WHEREAS, the staff at the La Crosse County Historical Society have educated firefighters on the correct way to preserve historical firefighting items and firefighters have shared information about the fire service in La Crosse; and

WHEREAS, both organizations recognize the importance of preserving the Nott Steamer and the 1922 American La France Engine. This partnership has required several members with a passion for history to move, clean, store, and care for these items along with hundreds of other items; and

WHEREAS, the 1904 Nott Steamer built by the W.S. Nott Company was donated to the La Crosse County Historical Society by the La Crosse Common Council in 1945; and
WHEREAS, the City is constructing a new Fire Station on Gillette Street in 2023, with a space dedicated to the History of the La Crosse Fire Department.

NOW, THEREFORE, BE IT RESOLVED, that the Nott Steamer will be placed in the new Fire Station 4 on Gillette Street, on a renewable loan from the La Crosse County Historical Society; and

BE IT RESOLVED, that the city will continue to store the 1922 American La France Engine in a secure space for as long as the Steamer is housed at Fire Station 4 for the entirety of this agreement.



Memorandum of Understanding

Whereas; the La Crosse County Historical Society and the La Crosse Fire Department have shared a long history of cooperation with respect to Fire Department artifacts. The two organizations partnered on an exhibit in 2013, which was a tremendous success.

Whereas; the staff at the La Crosse County Historical Society have educated firefighters on the correct way to preserve historical firefighting items and firefighters have shared information about the fire service in La Crosse.

Whereas; both organizations recognize the importance of preserving the Nott Steamer and the 1922 American La France Engine. This partnership has required several members with a passion for history to move, clean, store, and care for these items along with hundreds of other items.

Whereas; the 1904 Nott Steamer built by the W.S. Nott Company was donated to the La Crosse County Historical Society by the La Crosse Common Council in 1945.

Whereas; the City is constructing a new Fire Station on Gillette Street in 2023, with a space dedicated to the History of the La Crosse Fire Department.

Therefore, be it resolved; that the Nott Steamer will be placed in the new Fire Station 4 on Gillette Street, on a renewable loan from the La Crosse County Historical Society.

Be it also resolved; that the city will continue to store the 1922 American La France Engine in a secure space for as long as the Steamer is housed at Fire Station 4 for the entirety of this agreement.

Agreement

La Crosse County Historical Society (LCHS) hereby lends to the La Crosse Fire Department the objects described herein for the purposes and subject to the terms and conditions set forth.

Objects

Catalog Number: 1945.020.01

Object: 1904 Steam Pumper used by the City of La Crosse Fire Department

Catalog Number: 1962.002.01

Object: 1922 La France Truck used by the City of La Crosse Fire Department

Loan Period March 1, 2024 to March 1, 2029. Renewable for another 5-year period.

Insurance

Insurance Value: \$25,000 each

Insurance is to be carried by LCHS and paid by LCHS. LCHS will annually provide a copy of the insurance policy listing the objects with their values.

Objects shall be insured for the value stated on this agreement under an all-risk wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration or inherent vice; hostile or warlike action, insurrection, or rebellion; nuclear reaction, nuclear radiation or radioactive contamination. This does not release the borrower from physical damage to the objects loaned.

Care

Objects borrowed shall be given proper care to insure against loss, damage, or deterioration. LCHS is to be notified immediately, followed by a full written and photographic report if damage or loss is discovered. No object may be altered, cleaned, repaired, or fumigated without the written permission of LCHS. Objects must be maintained in a fireproof building under 24-hour physical and/or electronic security and protected from unusual temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Objects will not be moved without permission from LCHS.

Display

This loan is made with the understanding that the 1904 Steam Pumper will be on display in Fire Station 4 and the 1922 La France will be stored in heated/air-conditioned storage on city property throughout the duration of this loan agreement. The 1904 Steam Pumper will be protected with a barrier of stanchions supplied by the borrower while on display and windows will be fitted with UV film to protect the Steam Pumper from fading and sun damage.

Return

Any intention by the borrower to withdraw the loan from the display (Steam Pumper) or storage (La France) must be communicated to LCHS immediately. LCHS reserves the right to recall the loan or cancel the loan for good cause at any time, and will make effort to give reasonable notice thereof. Objects lent must be returned to LCHS by the stated return date. Any extension of the loan period must be approved by the LCHS Board of Directors.

Interpretation

In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling.

The borrower acknowledges that they have the full authority and power to enter into this agreement, have read the conditions on this form, and agree to be bound by them.

Signature: _____ Date: _____
La Crosse County Historical Society

Signature: _____ Date: _____
La Crosse Fire Department



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0150

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing funding for Utility Infrastructure Work at River Point District for Phase 3.

Resolution

WHEREAS, the City of La Crosse and the Redevelopment Authority have been working on the River Point District redevelopment site,

WHEREAS, as a part of Phase 3 work, the site is being prepped for gas and electric utility infrastructure which requires an agreement with, and upfront payment to, Xcel Energy, at an estimated cost of approximately \$500,000 for electric, gas, and contingency; and

WHEREAS, Resolution #20-0814 allows for surplus increment from Tax Increment District (TID) 13 be shared with TID 18; and

WHEREAS, per Division 3 – Section 2-360 of the City Code of Ordinances, approval requires a two-thirds (2/3) vote of the Common Council members present, as it was not listed in a previously adopted Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that appropriation for the cost of this work is approved as follows:

From: Tax Increment Financing District 18 cash available, up to \$500,000

BE IT FURTHER RESOLVED that the final contract(s) and cost(s) shall be approved by the Board of Public Works, with approval to sign any necessary agreements.

BE IT FURTHER RESOLVED by the Director of Engineering and Public Works, Director of Planning, Development and Assessment and the Director of Finance are hereby authorized to implement this resolution.

Account No. _____
Job No. _____
Job Address _____



Northern States Power Company – Wisconsin

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

Your portion of the cost of this project is _____. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. **Please see the attached payment options document for more instructions.** Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Design Operations Specialist by email at NSPWDesignCIAC@xcelenergy.com or U.S. Postal Service to the address listed at the bottom right of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

➤ **Additional enclosures:**

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,

Xcel Energy

Mailing Address for Documents:
Xcel Energy
ATTN Design Operations Specialist
PO Box 8
Eau Claire, WI 54702-0008

Updated 01/01/2024



Additional Information for Installing Facilities

Installation of the requested facilities will be added to our construction schedule as soon as the signed contracts and payment have been returned, and the construction site meets "site ready" requirements.

□ **Site Ready** - Prior to installation, the service route must be within 4-6" of final grade (new construction). Service route must be clear of all obstacles (i.e., vehicles, building supplies, trash receptacles, etc.) from the meter location to the distribution source. Failure to have the site ready may result in a delay of the installation of your service.

□ **Locating Underground Facilities** - Xcel Energy (and/or its contractor) will have existing underground utility owned facilities located prior to installation. These facilities will be marked with paint and /or flags.

If applicable, you must clearly mark all private underground facilities (i.e., underground tanks, electrical wiring, sewer, well, sprinkler system, water lines, drain fields, invisible fences, etc.) with paint, flags and/or stakes.

Xcel Energy (and/or its contractor) will not be liable for any damage to private underground facilities as a result of improper or lack of identification.

□ **Restoration** - Xcel Energy (and/or its contractor) will backfill the service trench on your property with existing soil. You are responsible for any final compacting and re-landscaping, including seeding/sod and watering, at your expense.

□ **Winter Construction Charges** – If winter conditions exist at the time of installation you may be subject to winter construction charges. To avoid these charges you need to apply for service and be Site Ready (see above) prior to October 1st.

Please feel free to contact Xcel Energy if you have any questions.



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



Please Bill	Service Address								
Customer Name _____	Project Name _____								
Mailing Address _____	Street Address _____								
Mailing Address _____	City, St Zip _____								
Mailing Address _____	County _____								
Phone # _____	Nearest Valid _____								
Alt Phone # _____	Address _____								
Paid by: If different _____									
Designer _____									
Office Number _____									
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AGREEMENT, made this date, _____ by and between Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc., hereafter referred to as the "Company", and _____, hereinafter referred to as the "Customer".

The parties hereto, each in consideration of the agreements of the other, agree as follows:

Add'l description:

Said service shall be provided in accordance with the Company's rates, rules and regulations currently on file with the appropriate jurisdictional utilities commission, as hereafter supplemented, amended or modified.

SPECIAL PROVISIONS:

2. ESTIMATED CONTRIBUTIONS. The Customer agrees to pay the Company, as a contribution toward the cost of the extension, the estimated amount listed above. This amount represents an estimate of that portion of the total cost of the extension which the Company may charge to the Customer. The Customer, upon signing this agreement, accepts the terms and conditions attached.

3. RECALCULATION OF CONTRIBUTION. Upon completion of an extension which differs from the original design, the company will recalculate the amount of the Customer's contribution based upon the cost of the extension as built using the same formula as was used to determine the estimated Customer contribution. If, as a result of a design change, the "actual" Customer contribution exceeds the "estimated" Customer contribution by \$20.00 or more, the Customer shall pay the Company the difference, and/or, if the estimated Customer contribution exceeds the actual Customer contribution by \$20.00 or more, the Company will refund the difference to the Customer.

4. REFUND OF PORTION OF CUSTOMER CONTRIBUTION. If, at any time within 5 years of the date the extension is installed, additional Customers are provided electrical service from the extension, the Company may refund a portion of the Customer's refundable contribution. If additional customers are provided service, the refund, if any, shall be equal to the greater of: 1) The number of new customers connected (per type of service) times the embedded cost allowance for that type of service in effect at the time of this agreement, less the estimated cost of any additional distribution facilities required for the additional customer(s); or 2) The number of new customers connected (per type of service) times the embedded cost allowance (for that type of service) in effect at the time the new customers are connected, less the estimated cost of any additional distribution facilities required for the new customer. If the estimated cost of the required additional distribution facilities to service the new customers exceed the applicable allowance for that customer, no refund will be made. In no event shall the total refund exceed the total Customer contribution made pursuant to this Agreement. Refunds will be made to the Customer listed above unless a written assignment of such refund executed by such persons or entity has been delivered to the Company prior to the date of payment of the refund.

5. OWNERSHIP OF FACILITIES. The Company, at all times, shall own the facilities installed pursuant to this Agreement, notwithstanding any contribution or payment made by the Customer.

6. The Customer shall not assign this Agreement without written consent of Company. When assignment of this agreement occurs, such assignment will transfer financial liabilities documented within this contract to new assigned party. Company's consent will be conditioned upon the proposed assignee meeting the requirements of any applicable tariff provisions, and expressly assuming remaining liabilities of Customer hereunder, together with such other requirements as may be set forth by Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, and the same shall be binding upon the respective parties, and each of their successors and assigns.

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By:	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name:	Printed Name:
Title:	Title (if applicable):
Date:	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

1. **SERVICE CONNECTIONS:** The Company shall connect its service piping to the service piping of Customer at a point, the location of which shall be designated by the Company. The customer shall grant to the Company right-of-way on his premises for the installation and maintenance of the necessary pipes, underground construction, and appurtenances, and shall without expense to the Company, provide and maintain on the premise, at locations satisfactory to the Company, proper space for the Company's piping, metering installations, regulators and appurtenances. The Customer shall provide for the safekeeping of the Company's meters and other equipment and shall reimburse the Company for the cost of any alterations to the Company's property necessitated by customer and for any loss of or damage is occasioned by Company's negligence or causes beyond the control of the Customer.

Where underground **service and distribution facilities** are to be installed, the Company may or may not require an easement. If, in the Company's sole judgment, the company needs an easement over the Customer's property in order to furnish service to the Customer, the Customer shall provide the Company with an easement at no expense to the Company. If, in the Company's sole judgment, the Customer needs an easement or easements over property not owned by the Customer in order to furnish service to the Customer, the Customer shall obtain the easement(s) at no expense to the Company. The installation area or "strip" shall be cleared of trees and other obstructions, graded to a level which shall not be above or more than four (4) inches below finished grade for a minimum width of 10 feet on either side of the proposed route prior to the time installation of underground facilities is commenced and at no expense to the Company.

A minimum width 5 feet on either side of the service facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of electric facilities. A minimum width of 10 feet on either side of the distribution facilities after installation must be maintained at all time and no structure or trees shall be placed on said right of way. However, right of way may be used for gardens and other purposes which will not interfere with maintenance and replacement of gas facilities. If the Customer does not maintain the said right of way, the Company shall relocate the facilities at no expense to the Company as defined in the gas tariff. The Company shall be notified in advance of any proposed grade changes after installation, and all costs incurred as a result of such changes will be the responsibility of the Customer.

The Customer shall provide for the safekeeping of the Company's meters and other equipment and shall reimburse the Company for the cost of any alterations to the Company's property necessitated by customer and for any loss of or damage is occasioned by Company's negligence or causes beyond the control of the Customer.

2. **METERS:** The Company will furnish, install as close as is practical to the service entrance on the Customer's premises, and maintain one set of metering equipment for each account under which service is supplied. Company will maintain and test its metering equipment in accordance with standard practice. In the event the Company's test shows meter error in excess of tolerance prescribed by the Public Service Commission, the Company shall recalculate the bills for service during the period of inaccuracy and make adjustments of bills in accordance with the rules prescribed by such Commission. When metering equipment fails to register, the Company will estimate the quantity of energy consumed based on available data.

3. **CUSTOMER'S PIPING AND EQUIPMENT:** All piping and equipment on the Customer's side of the point of equipment, shall be furnished, installed, and maintained at the Customer's expense in a manner approved by the public authorities having jurisdiction over the same and in accordance with the Company's requirements.

Any inspection of the Customer's piping and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its Customers or damage to its property and for no other purpose, and shall not be construed to impose any liability upon the Company, to the Customer, or any other person by reason thereof, and the Company shall not be liable or responsible for any loss, injury, or damage which may result from the use of, or defects in , the Customer's wiring or equipment.

The Company may, however, at any time require the Customer to make such changes in his equipment or use thereof, as may be necessary to eliminate any hazardous condition or any injurious effect which the operation of Customer's equipment may have on the Company's employees, equipment or service.

The piping, meters and appurtenances used in furnishing gas service to the Customer have a definite capacity, and therefore no material increase in load or equipment shall be made without first making arrangements with the Company for the additional gas supply.

4. ACCESS TO CUSTOMER'S PREMISES: The company representatives, when properly identified shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property or for any other purpose incident to the service.

5. USE OF SERVICE: Gas service may be used only for the purposes set forth in the rate schedule. Gas service is furnished for the use of the Customer only and the Customer shall not resell it to other persons.

6. CONTINUITY OF SERVICE: The Company will use all reasonable care to provide continuous service but does not assume responsibility for a regular and uninterrupted supply of gas service and shall not be liable for any loss, injury or damage resulting from the use of service, or arising from or caused by the interruption or curtailment of the same.

7. COMPANY'S RIGHT TO DISCONTINUE OR CURTAIL SUPPLY: The Company shall have the right to refuse, discontinue, or curtail utility service for any of the following reasons:

For failure by the Customer to pay amounts payable when due, or to establish credit when requested: to prevent fraud or abuse; when evidence is found of diversion of gas service, or tampering with gas piping, meters, or appurtenances on the Customer's premises; when necessary to make repairs, replacements, or changes in the Company's equipment, when the Company is prevented from furnishing gas service to the Customer because of want of supply, lack of permits or necessary right of way privileges; when necessary to comply with any order or request of any government authority having jurisdiction; or for failure of the Customer to comply with any of the other provisions of this Agreement.

Any discontinuance or curtailment of supply shall not relieve the Customer from this obligation to the Company."

8. WAIVER OF RIGHTS OR DEFAULTS: No delay by the Company in enforcing any of its rights shall be deemed a waiver of such rights, nor shall a waiver by the Company of any of the Customer's defaults be deemed waiver of any other or subsequent defaults.

9. DELAYS: Neither party hereto shall be liable for delays not reasonably within its control, including delays caused by inability to secure or replace materials or supplies necessary to perform the work contemplated herein, nor shall any such delays be deemed a breach of any obligation under this Agreement.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0151

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving lease renewal with Rivercrest Village Partners.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the one year lease, commencing July 1, 2023 and terminating on June 30, 2024, with Rivercrest Village Partners, LLC.

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

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

LEASE

THIS LEASE entered into this ____ day of _____, 2023, by and between the City of La Crosse, Wisconsin, hereinafter referred to as CITY, and Jay F. Hoeschler, with offices located at 432 Division Street, La Crosse, WI 54601 and Steven M. Nicolai, with offices located at 4535 Mormon Coulee Road, La Crosse, WI 54601, hereinafter referred to as RIVERCREST;

WITNESSETH:

The CITY does hereby lease, demise and let unto RIVERCREST the following described premises in the City of La Crosse, County of La Crosse, State of Wisconsin, to-wit:

Part of the NW ¼ of the SW ¼ of Section 22, Township 15 North, Range 7 West described as follows:

Commencing at the northwest corner thereof; Thence N 89° 08' East 76 feet to an iron pipe on the Westerly right-of-way line of U.S. Highway 14 and 61; thence South 27° 27' East along said right-of-way line 212 feet to an iron pipe; thence continuing along said right-of-way line South 28° 42' East 37.73 feet to a point which is 30 feet distant normally from the Westerly right-of-way line of the railroad 22.45 feet; thence South 78° 13' West 192 feet to an iron pipe; thence North 8° 02' West 123.1 feet to an iron pipe; thence North 3° 10' east 159.6 feet to the point of beginning.

EXCEPT the following described area which is retained by the City for access to and maintenance of a watermain:

Beginning at the same point of beginning as the above description; thence N 89° 08' E 76 feet; Thence S 27° 27' E 92 feet; Thence N 65° 07' W 131.95 feet; Thence N 3° 10' E 25 feet to the point of beginning.

That the following specific agreements are the essence of this lease and any breach of the same shall entitle CITY to terminate this lease as hereinafter provided, to-wit:

1. TERM OF LEASE

RIVERCREST agrees to lease the SITE for a term of one (1) year, commencing on the first day of July 1, 2023 and terminating on the 30th day of June, 2024.

12.13.23

2. RENTAL

RIVERCREST shall make payment in the amount of Five Thousand Three Hundred Fifty Dollars (\$5,350.00) to the City with the executed lease agreement.

3. INSURANCE AND INDEMNIFICATION

RIVERCREST agrees to carry public liability insurance insuring itself and the City of La Crosse in the amount of at least \$1,000,000.00 per occurrence for personal injury and at least \$500,000.00 for property damage. RIVERCREST shall name the City of La Crosse as additional insured. A certificate showing such insurance shall be continuously on file with the City Clerk. Such certificate should provide for at least thirty (30) days' notice to CITY in event of cancellation or expiration. RIVERCREST further agrees to hold harmless the CITY, its officers, agents and employees against any and all claims, costs, causes of action, penalties and damages of any nature as a result of the acts or use of the aforesaid premises by RIVERCREST.

4. ASSIGNMENT

This lease shall not be assigned, transferred or subletted in whole or in part by RIVERCREST except as herein provided without the prior written consent of CITY, which consent will not be unreasonably withheld. Any attempted assignment or transfer without prior written consent shall be void. Assignment or transfer also includes any change in corporate ownership or stockholders or partnership and such change shall require prior written consent of the CITY and Board of Public Works, which shall not be unreasonable withheld.

5. PURPOSES

Said premises shall be used for a mobile home park only and for no other purpose whatsoever without express written consent of CITY. RIVERCREST further agrees to comply with all applicable federal, state and local laws and regulations pertaining to the premises leased herein.

6. MAINTENANCE

RIVERCREST agrees that at all times during this lease it will keep said premise in good order and

condition. Upon expiration of this lease, or at any sooner termination thereof, RIVERCREST will quietly and peacefully and in as good an order and condition as the same was at the commencement thereof.

RIVERCREST further agrees to leave said premises free from all nuisances and dangerous and defective conditions. Maintenance, utilities and capital improvements to the premises shall be the sole responsibility of RIVERCREST.

7. DEFAULT

If RIVERCREST shall default hereunder and such default shall continue for a period of thirty (30) days after written notice thereof by CITY, CITY may cancel this lease and enter into and take possession of the premises and remove all persons and property therefrom and all improvements on the premises shall become the property of the CITY. Default under this lease shall include, but not be limited to, failure to pay rent, comply with the conditions of this lease, filing of bankruptcy, or abandonment of the premises or any of the terms and conditions of this lease.

8. TERMINATION

This lease may be terminated if RIVERCREST does the following: (a) breaches the terms or conditions of this lease and RIVERCREST's breach of this lease is not cured within thirty (30) days after receipt of notice of such breach; or (b) if RIVERCREST becomes insolvent or shall make any assignment for the benefit of creditors or if any of the Site shall be attached and not properly released, or if a petition is filed by or against RIVERCREST to have it adjudicated, bankrupt or if a Trustee or Receiver shall be appointed to take care of its assets; (c) or if it shall desert or abandon the Site for a period of thirty (30) days, then at or any time afterwards, CITY may, at its option, enter the Site and remove any and all of RIVERCREST's personal property and improvements or provide reasonable notice to RIVERCREST to remove the same and obtain possession of the Site, in which event this lease shall be considered terminated. Upon termination or expiration of this lease, Lessee clearly understands it must vacate and abandon the Site.

9. ASSIGNMENT

RIVERCREST herein shall have no right of assignment or subletting except by the written consent of the CITY stating the exact extent to which the said RIVERCREST may assign or sublet any right, title or interest in and to the rights procured by this lease; and CITY may impose any additional terms, conditions or additional consideration as a condition upon granting such consent.

10. NOTICES

All notices required or options granted under this lease shall be given or exercised in writing and shall be deemed to be properly served if (a) sent by certified mail and return receipt requested, or (b) personally delivered to the addresses set forth above, or (c) sent by electronic mail to the electronic mail address specified by RIVERCREST as nate@nicolaiapartments.com.

11. BINDING AGREEMENT

It is agreed that all covenants and conditions of the Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day first above written.

CITY OF LA CROSSE

RIVERCREST

Mitch Reynolds, Mayor

Jay Hoeschler, Tenants in Common

Nikki Elsen, City Clerk

Steven Nicolai, Tenants in Common

12.13.23



OFFICE OF
CITY ENGINEER
CITY HALL
400 LA CROSSE ST
LA CROSSE WI 54601-3396
(608) 789-7505

TO: Andrea Trane, Director of Planning, Development, and Assessment
FROM: Matthew A. Gallagher, Director of Engineering & Public Works
CC: file
DATE: August 3 2023

RE: Parcel 50325-200
Pammel Creek
Rivercrest Village

Dear Director Trane:

This memo serves as a record of a cursory observation of the existing public infrastructure and property on and around the parcel of subject. It is my understanding that there has been some discussion regarding the current tenant and lease on this City-owned property. This memo does not address the subject of the lease or its terms, but rather the concerns related to Engineering and public safety of the area, given the proximity to the Pammel Creek Flood Control Project (herein referred to as Pammel Creek).

As shown in the attached picture, Exhibit 1, multiple structures currently occupy the parcel of subject. These structures are part of Rivercrest Village, a Mobile Home Park, managed by Nicolai Apartments. Approximately fourteen (14) structures, including mobile homes and freestanding garages and sheds, appear to occupy the parcel, with an additional structure encroaching across the property line from the parcel to the south.

The distances from the Pammel Creek eastern wall to the western property lines of the parcel of subject vary, approximately, from 35 feet, up to 75 feet. As shown in the aerial image, six (6) of the structures illegally encroach westward, or are entirely within, the City-owned property to the west. The property to the west, parcel 50325-39, includes the Pammel Creek drainageway proper.

Pammel Creek was funded, designed, and constructed by the U.S. Army Corps of Engineers and the City of La Crosse in the 1990s as a public works project. It was an approximately \$35M project that removed entire neighborhoods along the 2.4 miles of Pammel Creek completely out of the floodplain and constrained the floodplain to the drainageway itself. This allowed all homes previously within the floodplain of the watersheds to be excluded from the National Flood Insurance Program.

The Pammel Creek facility is a high capacity drainageway made of reinforced concrete that culminates at a discharge point into the Mississippi River backwaters near Rivercrest Village. As its point of discharge, the channel reaches an overall width of approximately two-hundred twenty five feet (225'), while its vertical retaining walls reach a maximum height of approximately sixteen and one-half feet (16.5'). This places the Rivercrest Village area about one and one-half stories above the floor of the Pammel Creek channel.

Continued...

Page 2
Parcel 50325-200
August 3, 2023

Given the proximity of Pammel Creek to the parcel, there are concerns about ownership of the parcel and having any structures occupying it. This is due to long-term ownership and maintenance requirements of Pammel Creek as a public works facility, as well as the matter of public safety, including possible property damage and loss of life were a catastrophic event to occur that compromised or caused failure of any section of Pammel Creeks walls.

While Pammel Creek was constructed to last several decades, perpetual access to it is necessary for routine inspection and maintenance activities. Additionally, its eventual replacement or upgrade would necessitate use of adjacent lands to stage and conduct construction activities. The lands adjacent to Pammel Creek, having been acquired as part of the public works project, should rightfully stay in the possession of the public, as a need exists.

Of greater concern is the potential effect of a wall failure within Pammel Creek. Based upon the height of the walls, and the potential volume of water conveyed within Pammel Creek during large rain or flash flood events, a wall failure would erode the land outward for a considerable distance. It is reasonable to assume that a distance of more than twice the height of the wall, if not greater, would become unstable, be undermined, and continue to erode in flash flooding events, if a wall failure occurred. Existing structures would face the possibility of collapsing into the drainageway.

The recommendation of Engineering & Public Works is to retain the property in the name of the City of La Crosse and proceed with eviction and removal of those eight (8) structures that lie within an approximate 100-foot setback from the Pammel Creek east wall. These are shown outlined in green in the attached picture, Exhibit 2.

If policy makers at the City were to recommend splitting the parcel, to allow sale to a private owner, rather than continue negotiations over current and/or future over leases, it is recommended to retain, at a minimum, the area that is located approximately along (and west of) the red line depicted in Exhibit 2. This would allow for six (6) of the existing structures with the eastern half of the parcel to remain in place behind a 100-foot setback.



Exhibit 1



Exhibit 2



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 24-0151 (Andrea Trane)

Resolution approving lease renewal with Rivercrest Village Partners.

General Location

Parcel 17-50325-200, 5050 Mormon Coulee Rd, Council District 13.

Background Information

In June 2022 a one year extension of a previously existing 20 year lease was approved by the Council as 22-0814 with a renewed annual payment calculation of \$5000. At that time Rivercrest Village Partners inquired about purchasing the property. At that time staff recommended a one year lease to allow time for staff to explore this possibility. The lease that was approved by Council was not signed by Rivercrest. The lease came back to the Council in October 2022 as 22-1294 which was approved by the Council and signed by both parties. Over the following months staff reviewed the possibility of selling the property and due to the need for the City to retain ownership and sufficient access to Pammel Creek for needed repairs, it is not recommended that the City sell this property. The City supports renewal of this lease again with an end date of June 30, 2024 to allow Rivercrest Village to accommodate their residents.

Recommendation of Other Boards and Commissions

N/A

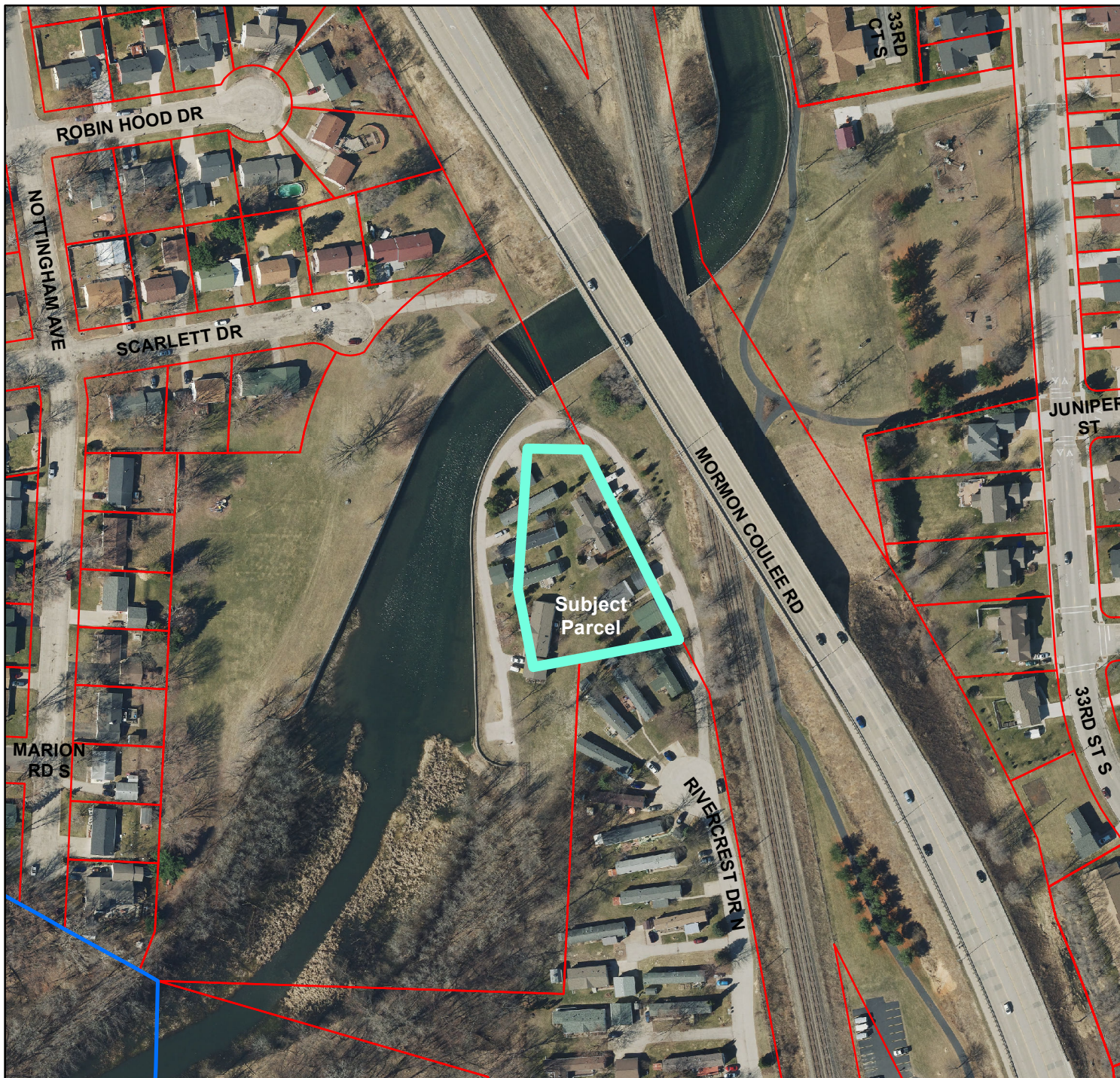
Consistency with Adopted Comprehensive Plan

N/A


















Staff Recommendation

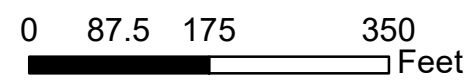
Staff recommends approval of the lease extension to June 30, 2024.

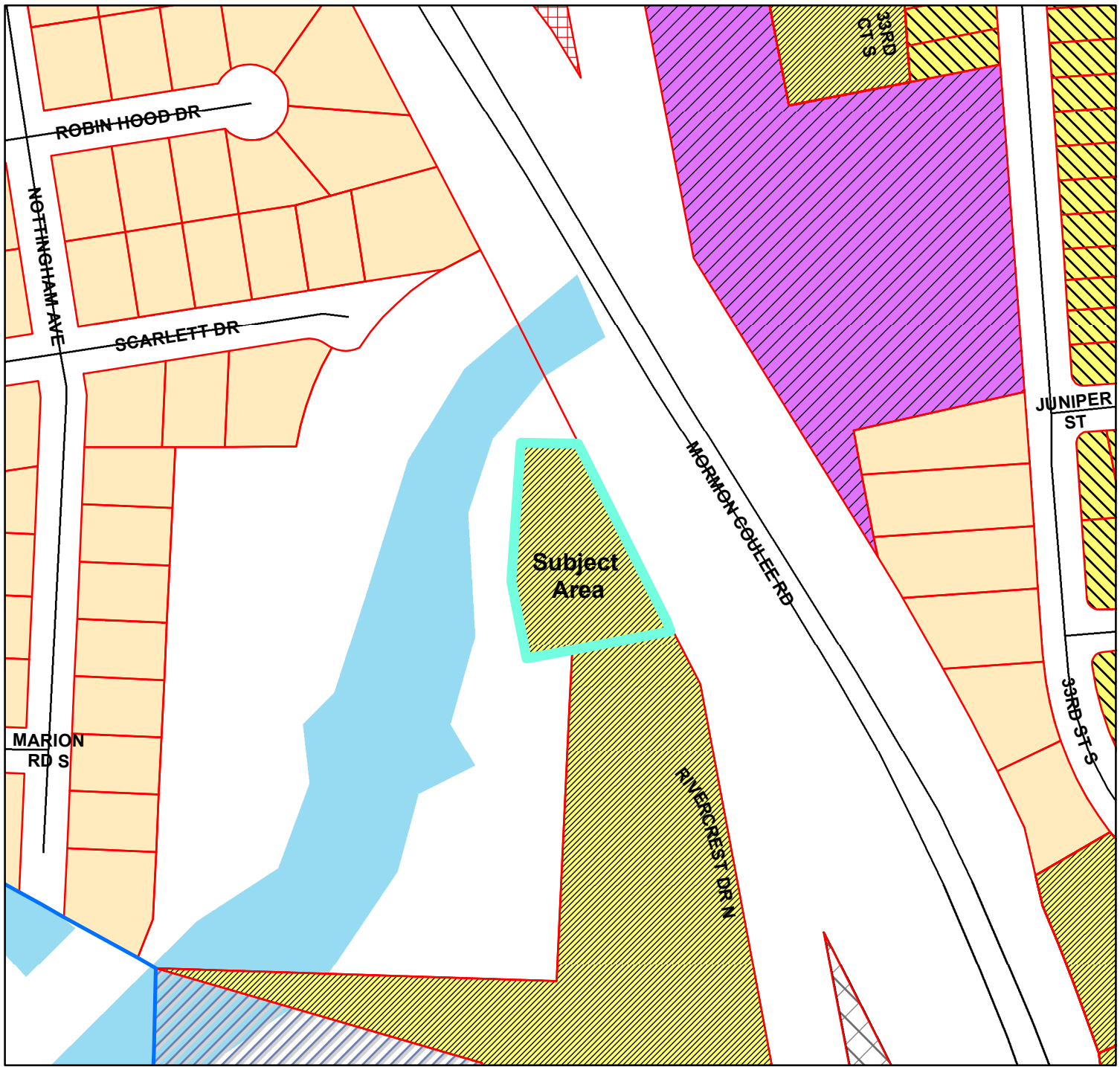
Routing J&A 1.30.2024



BASIC ZONING DISTRICTS

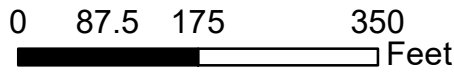
-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL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





BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
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	SUBJECT PROPERTY





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0153

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the reallocation of remaining 2020 Capital Equipment Budget funds to 2024 approved Capital Equipment Budget funds to replace Rescue Boat.

RESOLUTION

WHEREAS, Sec. 2-360 of the City Code of Ordinances states any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

WHEREAS, the City approved a budget of \$76,000 in 2020 Capital Equipment funds for the addition of a Zodiac Fire Rescue Boat (2020 Capital Equipment item #E111); and

WHEREAS, the Fire Department has additional need for funding of replacement of Boat 1 due to several manufacturer cost increases in the last year, thus exceeding the \$25,000 approved. (2024 Capital Equipment item #E376); and

WHEREAS, the Fire Department has identified \$10,866 remaining 2020 Capital Equipment item #111 that can be combined with \$25,000 approved 2024 Capital Equipment item E376. be used to cover additional expenses to replace Boat 1.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the reallocation of the \$10,866 in 2020 Capital Equipment item E111 into the 2024 Capital Equipment item E376 for purchase of replacement rescue boat.

BE IT FURTHER RESOLVED that the Fire Chief and Finance Director are hereby authorized to take all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0154

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of February, 2024.

* * *

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

_____.

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

The City Clerk announced that the Common Council would next consider a resolution providing for the redemption and payment prior to maturity of a portion of the City's outstanding Note Anticipation Notes, Series 2021, and, in connection therewith, authorizing the execution of related documents necessary to effectuate such redemption.

Thereupon the following resolution was introduced by Mayor Mitch Reynolds:

RESOLUTION 24-0154

RESOLUTION providing for the redemption and payment prior to maturity of the Note Anticipation Notes, Series 2021, of the City of La Crosse, La Crosse County, Wisconsin, and, in connection therewith, the execution of related documents necessary to effectuate such redemption.

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin (the “City”), has previously issued and has outstanding its Note Anticipation Notes, Series 2021, dated May 3, 2021 (the “Notes”); and

WHEREAS, the Notes were authorized and issued pursuant to a resolution adopted by the Common Council of the City (the “Council”) on the 8th day of April, 2021 (the “Resolution”); and

WHEREAS, the proceeds of the Notes were deposited into an account (the “Escrow Account”) held by State Bank Financial, La Crosse, Wisconsin (the “Escrow Agent”) pursuant to an escrow agreement, dated May 3, 2021 between the City and the Escrow Agent (the “Escrow Agreement”); and

WHEREAS, pursuant to the Escrow Agreement, the proceeds of the Notes on deposit in the Escrow Account are required to be held by the Escrow Agent until all such Note proceeds have been disbursed to pay costs of the Project (as defined in the Resolution) or until the Project has been completed as certified by the Engineer of the City (the “City Engineer”) in accordance with the terms of the Escrow Agreement; and

WHEREAS, the City Engineer has certified to the Council that the Project has been fully completed as contemplated by Section 5(c) of the Escrow Agreement and has delivered, or will deliver, to the Escrow Agent a Termination Certificate (as defined in the Escrow Agreement) certifying the same in accordance with the terms of the Escrow Agreement; and

WHEREAS, following delivery of the Termination Certificate to the Escrow Agent, the Escrow Agreement will terminate and the funds remaining on hand in the Escrow Account will be delivered to the City (the “Remaining Funds”); and

WHEREAS, the Council does hereby find and determine that it is necessary and the best interests of the City that the Remaining Funds and such additional funds of the City on hand and lawfully available for such purpose (the “Additional Funds” and, together with the Remaining Funds, the “Available Funds”) be used to prepay a portion of the Notes in the principal amount of \$2,105,000 (the “Prepaid Notes”); and

WHEREAS, in accordance with their terms and the terms of the Resolution, the Prepaid Notes may be prepaid in advance of maturity on any date on or after May 3, 2022, at a prepayment

price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment (the “*Prepayment Price*”); and

WHEREAS, the Council does find and determine that it is necessary and desirable to make such call for the prepayment of the Prepaid Notes on April 1, 2024 (the “*Prepayment Date*”):

NOW, THEREFORE, Be It Resolved by the Common Council of the City of La Crosse, La Crosse County, Wisconsin, as follows:

Section 1. Incorporation of Preambles. The Council hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2. Transfer and Deposit of Monies. The Director of Finance of the City (the “*Director*”) is hereby authorized and directed forthwith to (i) deposit the Remaining Funds in the Debt Service Fund (as defined in the Resolution) upon receipt thereof from the Escrow Agent and (ii) transfer the Additional Funds to the Debt Service Fund from such lawfully available sources as the Director shall determine in the amount necessary to increase the balance of Available Funds in the Debt Service Fund to an amount sufficient to pay the Prepayment Price of the Prepaid Notes on the Prepayment Date. On or before the Prepayment Date, the Director, as registrar and paying agent for the Notes, shall pay the Available Funds to the registered owner of the Notes for the purpose of prepaying the Prepaid Notes on the Prepayment Date.

Section 3. Call of the Prepaid Notes. In accordance with the prepayment provisions of the Resolution, the City by the Council does hereby make provision for the payment of, and does hereby call, the Prepaid Notes for prepayment prior to maturity on the Prepayment Date.

Section 4. The Mayor, the City Clerk, the Director and any other officer of the City as may be necessary are authorized to execute any documents or provide any notice as may be required to effectuate the transactions contemplated by this Resolution including, but not limited to, the prepayment of the Notes and the termination of the Escrow Agreement.

Section 5. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 6. Conflicting Proceedings Superseded. All ordinances, resolutions or orders, or parts thereof, heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, shall be and in the same are hereby superseded to the extent of such conflict, and this Resolution shall be in effect from and after its passage.

Adopted: February 8, 2024

Approved: February 8, 2024

Recorded: February 8, 2024

/s/

Mayor

Attest:

/s/

City Clerk

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

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

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

and the following Council Members voted NAY: _____

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

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

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

City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of February, 2024 (the “Meeting”), insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the redemption and payment prior to maturity of the Note Anticipation Notes, Series 2021, of the City of La Crosse, La Crosse County, Wisconsin, and, in connection therewith, the execution of related documents necessary to effectuate such redemption.

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

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

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

WITNESS my official signature and the official seal of said City this 8th day of February, 2024.

City Clerk

[SEAL]



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0157

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a change in funding source and scope for the fifth change order to the energy saving performance contract with Johnson Controls, Inc.

RESOLUTION

WHEREAS, the Common Council approved a Climate Action Plan in January 2023, which includes strategies to improve municipal building energy efficiency by 15% and increase on-site renewable energy to 7.5% of energy consumption by 2030; and

WHEREAS, the Common Council and Johnson Controls, Inc. (JCI) have agreed to renew their energy savings performance contract to reduce energy costs and consumption; and

WHEREAS the Common Council approved a fifth change order to the energy saving performance contract with JCI in September 2023; and

WHEREAS Parks' staff and JCI have discussed removing all scope at Veteran Memorial and Northside pools and to add additional scope to Erickson pool to upgrade pump house infrastructure, mechanicals, and related systems.

WHEREAS JCI will complete a detailed design where the total contract price will not exceed the previously approved cost in the fifth change order.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves a change in funding source and scope for the fifth change order to the energy saving performance contract with Johnson Controls, Inc.

BE IT FURTHER RESOLVED that funding not to exceed \$2,390,502 be acquired through 2024 debt issuance.

BE IT FURTHER RESOLVED that the Directors of Planning, Development, & Assessment; Parks, Recreation, Forestry, Buildings & Grounds; and Finance, and Fire Chief are hereby authorized to take all steps necessary to effectuate said resolution.



OFFICE OF THE MAYOR
LA CROSSE

24-0157

January 29, 2024

I hereby approve the submitting of the attached Legislation “Resolution approving a change in funding source and scope for the fifth change order to the energy saving performance contract with Johnson Controls, Inc.” to the Finance and Personnel Committee, to be considered by the members thereof at their next committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

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Location, if applicable

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Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0112

Agenda Date: 2/1/2024

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

**WAR EAGLE
DEVELOPMENT AGREEMENT**

This War Eagle 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**"), the **Redevelopment Authority** of the City of La Crosse, a Wisconsin public body corporate with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 ("**Authority**"), and **War Eagle, LLC**, a Wisconsin limited liability company with principal offices located at 1310 W Wisconsin St, Sparta, Wisconsin 54656 ("**Developer**").

WITNESSETH:

Whereas, Developer proposes to purchase, own, develop and improve a currently underutilized property into a 6-story mixed use building structure with 51 residential units, over 12,000 square feet of commercial space and parking, defined below as the "Project," within the City of La Crosse on property it will purchase and own, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, the goals for the Real Estate include encouraging private residential 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, the City finds it necessary to further redevelop an area of the City within Tax Incremental District No. 18, ("TID #18"), in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, Section 66.1105, Wis. Stat., empowers 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 the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses 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 Developer and the City agree that the Real Estate's development and improvement 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 job creation; 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 Master Plan to be prepared by the Developer and approved by the City Design Review Committee;

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

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 #18;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #18 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds 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 to the extent of the investment proposed;

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:

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 #18:

The Real Estate, described on **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 creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City and Authority intend to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City and Authority intend to recover their costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. 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, Authority and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Design Review Committee and Authority.

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. "Agreement" means this War Eagle Development Agreement by and between the City, Authority and the Developer, as amended and supplemented from time to time.
- b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.

- c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.
- d. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.
- e. "Developer" means War Eagle, LLC, a Wisconsin limited liability company.
- f. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the City Design Review Committee and Authority as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Design Review Committee and Authority.
- g. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of two million one hundred forty thousand dollars (\$2,140,000.00), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #18; more specifically:
 - (1) Calculation. Effective September 1, 2025, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate two million one hundred forty thousand dollars (\$2,140,000.00), or (b) the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2024-2037 as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the aggregate maximum two million one hundred forty thousand dollars (\$2,140,000.00), shall be retained by the City.
 - (2) Disbursement Date. After determining compliance with this Agreement and 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 #18 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 2.6(b) of this Agreement;
 - (b) The timely payment of taxes when due by Developer;
 - (c) Substantial Completion of the Project in accordance with the Master Plan, Project Cost Breakdown 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 Economic and Community Development Commission. Said submissions shall be in form and content acceptable to the Finance Director and Economic and Community Development Commission 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 any other agreement between the Developer and City or Developer and Authority; and
 - (f) The use of the Contribution for eligible project costs under the Tax Incremental Law; and
 - (g) Continued compliance with any and all applicable federal, state and local laws, regulations and ordinances by Developer.
- (4) Example Exhibit. An example of the Monetary Obligation is attached as **Exhibit G**.
- (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 #18 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, which shall become immediately due and payable.

- h. "Plans and Specifications" means the plans and specifications developed for the Project.
- i. "Project" means the development and improvement of the Real Estate by constructing a six-story mixed use building, consisting of 51 residential apartments, over 12,000 square feet of commercial space and interior and exterior surface parking on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property and land.
- j. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.
- k. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project, which are set forth on **Exhibit D**.
- l. "Real Estate" means the real property described in **Exhibit A**.
- m. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.
- n. "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, and 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.
- o. "Tax Increment" means the tax increment or increase in real property taxes received by the City with respect to the Real Estate which is generated by TID #18.
- p. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.
- q. "TID #18" means the Tax Incremental Financing District Number 18 of the City of La Crosse.

- r. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #18, including all approved amendments thereto.
- s. "Authority" means the Redevelopment Authority of the City of La Crosse, a Wisconsin public body corporate.

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.** Restrictive Covenant
- d. **Exhibit D.** Description of Public Improvements
- e. **Exhibit E.** Project Cost Breakdown
- f. **Exhibit F.** Construction Schedule
- g. **Exhibit G.** Monetary Obligation Example
- h. **Exhibit H.** Pro Forma Financial Statement
- i. **Exhibit I.** Sample Look Back Calculation

ARTICLE II

DEVELOPER OBLIGATIONS

2.1. Acquire the Real Estate. Within ninety (90) days of the Signature Date, Developer shall acquire fee simple title to the Real Estate. The Developer shall purchase the Real Estate from the Authority for the purchase price of five hundred thousand dollars (\$500,000.00).

2.2. Develop the Real Estate. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

- a. **Site Preparation.** Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.
- b. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before June 1, 2024 with Substantial Completion on or before December 31, 2025, all in accordance with the Construction Schedule set forth on **Exhibit F**.
- c. **Guaranty of Minimum Construction Costs.** Developer agrees that the buildings and improvements associated with the Project shall have an aggregate minimum construction

cost of not less than eighteen million four hundred fifty-five thousand dollars (\$18,455,000.00). The Project Cost Breakdown is provided on **Exhibit E**.

- d. **Rights of Access.** Developer shall permit the representatives of the City and Authority to have access to the Project at all reasonable times during and following the construction when the City or Authority 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 Master 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.
- e. **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 public sewer and water utilities within the Real Estate, as depicted in the Master Plan, as finalized, to the City at no cost to the City.
- f. **Master Plan.** Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan setting forth all the details of construction and development to the City Design Review Committee and Authority for review and approval. Said Master 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. The City Planner may determine, in the City Planner's sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. 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. This Section does not apply to fixtures, furnishings and equipment.

2.4. 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. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.5. 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.

2.6. Taxes. It is understood that the land, improvements and personal property 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 Real Estate or personal property 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 tax assessment definitions, rules and procedures) 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 the TID #18, whichever is longer. 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 Project shall have an assessed value of not less than ten million seven hundred ninety-eight thousand two hundred dollars (\$10,798,200.00) beginning in tax year 2026 and for a period of twenty (20) years or the life of TID #18, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #18, whichever is longer.
- c. **Deficiency PILOT.** In the event the assessed value of the Project is less than ten million seven hundred ninety-eight thousand two hundred dollars (\$10,798,200.00) as of January 1, 2026, or for any tax year thereafter for a period of twenty (20) years or the life of TID #18, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within sixty (60) days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the guaranteed assessed value of the Project as provided in Section 2.6(b) of this Agreement less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of twenty (20) years or the life of TID #18, whichever is longer.
- d. **Special Charge.** In the event there is a lack of compliance for payment of the Annual PILOT or Deficiency 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.

2.7. Transfer or Sale of Real Estate.

- a. **Notice of Intent to Transfer.** No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, or parking spaces.
- b. **No Transfer to Exempt Entities.** No property within the Real Estate may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Real Estate exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement satisfactory to the Economic and Community Development Commission and Authority providing for payments in lieu of taxes to the City.
- c. **Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City and Authority with written evidence satisfactory to the Economic and Community Development Commission and Authority that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.
- d. **Subdivision.** Property within the Real Estate shall not be further subdivided without approval of the City.
- e. **Restrictive Covenant.** Developer shall place a restrictive covenant on the Real Estate prohibiting the Real Estate from being exempt from property taxes in substantially the same form as **Exhibit C**. Likewise, Developer shall place a restrictive covenant on any condominium unit or townhome prohibiting it from being exempt from property taxes in substantially the same form as **Exhibit C**.

2.8. 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 Master Plan at no cost to the City.

2.9. Insurance. For a period of twenty (20) years or the life of TID #18, whichever is longer, 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 and Authority 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. Any lender who holds a lien on the Project shall agree to these obligations to rebuild the Project.

2.10. Indemnity. Developer shall indemnify and hold harmless the Authority, City, their 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.

2.11. 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 in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission and Authority 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.

2.12. 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, and/or off-premise signs for a period of twenty (20) years or the life of TID #18, whichever is longer. “Payday lenders” and “car title loan business” shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.13. Record Retention. Developer understands and acknowledges that the City and Authority are 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 and Authority in complying with any public records request that they receive pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the Authority, 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.

2.14. 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. Look Back. Developer shall provide documentation, as requested by the City or Authority at no cost, in order to allow the Authority, City, or its consultant, to review, analyze and make adjustments to the cash grant described in accordance with Section 3.1.

ARTICLE III

CITY AND AUTHORITY OBLIGATIONS

3.1. Project Assistance. 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. Developer has requested a cash grant from TID #18, and the City may be required to make Contributions to Developer, up to an aggregate maximum two million one hundred forty thousand dollars (\$2,140,000.00), subject to change based on the provision 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 in accordance with this Agreement. More specifically,

- a. **Pay-As-You-Go Payment Schedule.** Effective September 1, 2025, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate two million one hundred forty thousand dollars (\$2,140,000.00), or (b) the sum of eighty-five percent (85%) of the actual Tax Increment resulting from an increase in real property tax base from the Project for tax years 2024-2037. An illustrative example of the payment of cash grants is attached as **Exhibit G**.
- b. Intentionally omitted.
- c. **Review of Project Assistance.** The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely operating revenues, expenses and development costs of constructing the Project. The Authority, City and Developer agree that that actual financial performance of the Project will be reviewed at the times described in this Section, and that the amount of the Contribution provided under this Agreement will be adjusted accordingly.
- d. **Definitions.** For the purposes of this Section, the following terms have the following meanings:

“Calculation Date” means sixty (60) days after the earlier of: (i) the date of Stabilization of the Project; or (ii) three (3) years after the certificate of occupancy has been issued.

“Net Operating Income” or “NOI” means total annual income and other project-derived annual revenue, including payments outlined in the Agreement, less Operating Expenses, which exclude debt service payments. For purposes of the Yield on Cost Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy for the rental housing portion regardless of whether the average occupancy for the measured period is higher or lower than 95%, and revenue for the commercial portion shall be based on actual occupancy (ii) revenue

for periods after the Calculation Date shall be inflated by 2% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2% annually.

“Operating Expenses” means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the City or its consultant.

“Pro Forma Financial Statement” means Project cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as **Exhibit H**.

“Stabilization” means the calendar month-end date on which the housing portion of the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, but, for purposes of the Yield on Cost Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

“Total Project Cost” means the total expenditures incurred to complete development of the Project inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer’s senior construction debt lender.

“Yield on Cost Return” means NOI divided by actual total development costs, calculated as set forth in the sample look back calculation attached as **Exhibit I**.

- e. On the Calculation Date, the Developer of the Project shall deliver to the City and its consultant, at a minimum, (i) the Developer’s actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the City pursuant to this Section 3.1(c) and showing NOI, and such other financial information as the City, or its consultant, shall reasonably require, for trailing 12-month period preceding the Calculation Date calculated as the Calculation Date as provided herein and as set forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the City, of its Total Project Cost.
- f. The average annual Yield on Cost Return shall be calculated by the City, or its consultant, based on the Project’s financial statement submitted to the City pursuant to Section 3.1(e), (in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, as approved by the City).
- g. If the average annual Yield on Cost Return does not exceed 8% over the term of the Agreement, the Agreement will remain set at the Contribution amount.
- h. If the City, or its consultant, determines, based on such review, that the average annual Yield on Cost Return over the term of the Agreement exceeds 8% (to be calculated in a manner comparable to the sample attached **Exhibit I**), then the

principal balance of the Agreement will be reduced by an amount calculated in the manner the City, or its consultant, determines is consistent with Section 3.1(i).

- i. The City, or its consultant, will determine the amount of the reduction of the principal amount of the Agreement, calculated in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, by:
 - (1) First, determining the period over which the Agreement needs to be outstanding to achieve a 8% average annual Yield on Cost Return over the term of the Agreement based on the City's, or its consultant's, calculation of the average annual Yield on Cost Return.
 - (2) Second, by determining the present value of actual or projected (with respect to future payments) annual Agreement payments over the life of the Agreement through the year determined in Section 3.1(i)(1) using the interest rate on the Agreement as the present value discount rate.
 - (3) Third, by determining the amount equal to 50% of the difference between the original principal amount of the Agreement and the present value number calculated in Section 3.1(i)(2).
 - (4) Finally, the new principal amount of the Agreement will then be determined by adding the amounts in Sections 3.1(i)(2) and (3) and rounding to the nearest \$1,000 (the "Revised Agreement Principal Amount").
 - (5) Such Revised Agreement Principal Amount will be effective upon delivery to the Developer of a written notice stated the Revised Agreement Principal Amount as determined by the City, or its consultant, in accordance with this Section, accompanied by the City's, or its consultant's, report. The Developer shall, thereupon, deliver the Agreement in exchange for a new development agreement in the Revised Agreement Principal Amount.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City and Authority, the City and Authority shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, 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 Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City and Authority described in this Article III may 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 and Authority's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City and Authority cannot assure that all such approvals will be obtained; however, they agree to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO CITY AND AUTHORITY OBLIGATIONS

The City's and Authority's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City and Authority waive in writing said conditions, on or before December 31, 2024, then the conditions shall be deemed satisfied. Otherwise, the Authority or City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City and Authority to satisfy the conditions contained in this Article must be satisfactory in form and content to the City and Authority.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than eighteen million four hundred eighty-five thousand dollars (\$18,485,000.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic and Community Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

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

4.6. Survey. Developer shall provide a professionally-developed survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and

alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City and Authority as a named insureds. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City and Authority.

4.8. Amendment of TID #18 and TID Project Plan. The amendment of TID #18 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

4.9. Financial Statements. Developer shall present (but not leave a copy) to the City's Finance Director of the most recent audited financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer and each of the members of any of the foregoing and each member of the Board of Directors (or equivalent) of any of the foregoing. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer.

4.10. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City, Authority or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

4.11. Approvals and Permits. The Developer shall at its expense have obtained all 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.

4.12. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.13. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City or Authority.

ARTICLE V

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

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

5.1. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City, Authority or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

5.2. Amendment of TID #18 and TID Project Plan. The amendment of TID #18 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City and Authority, and the Authority and City represent and warrant to and covenant with Developer as respectively follows:

6.1. Financial Statements / No Material Change. All copies of financial statements, documents, contracts and agreements which Developer has furnished to the Authority, City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City or Authority, except pursuant to the conduct of its ordinary business.

6.2. 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.

6.3. 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.

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

6.5. 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 or Authority 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.

6.6. Good Standing. Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. 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.

6.7. 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 and Authority represent and warrant to Developer that they have 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 or Authority under this Agreement.

6.8. 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 Organization or Operating Agreement 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.

6.9. 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.

6.10. Certification of Costs. Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City and Authority shall be entitled to rely on the Project Cost Breakdown submitted by Developer. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

6.11. 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, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.12. Fees and Commissions. Neither the City nor the Authority shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.13. Financing Accommodation.

- a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City and Authority at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.
- b. **No Subordination.** The City and Authority shall not subordinate any interest they have in this Agreement for any reason, unless it is determined to be in the best interests of the City or Authority. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City or Authority. Said request shall be received by the City or Authority not less than forty-five (45) days prior to any City Council or Authority action on said request. Said subordination may only be approved by the City Council or Authority, respectively.
- c. **Developer Financing.** Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City

Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.14. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

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

6.16. No Changes. Developer shall not, without the City's or Authority's prior written consent: (i) consent to any amendments to any documents delivered to City or Authority pursuant to this Agreement; (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; (iii) modify or amend the Project Cost Breakdown.

6.17. 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 Master Plan and the terms and conditions of this Agreement.

6.18. 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 and Authority 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 and Authority 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 Authority 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.

6.19. Unrelated Activity. It is the intention of Developer, Authority and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.20. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.21. 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 Master Plan.

6.22. 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 Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII

DEFAULT

7.1 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 thirty (30) days after written notice thereof to Developer, the City and Authority shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City and Authority shall have the following specific rights and remedies:
- (1) With respect to matters that are capable of being corrected by the City or Authority, the City or Authority may at its option enter upon the Real Estate for the purpose of correcting the default and the City's or Authority'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 or Authority immediately upon demand;
 - (2) Injunctive relief;
 - (3) Action for specific performance;
 - (4) Action for money damages;
 - (5) Repayment by Developer of any incentives and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. 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 of the amount of the special charge or assessment;

- (6) Any other remedy in this Agreement.
- b. **Reimbursement.** Any amounts expended by the City or Authority in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City or Authority 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 or Authority upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City or Authority, 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 or Authority to enforce any provision contained herein shall not be deemed a waiver of the City's or Authority's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's or Authority's Default.

- a. **Remedies.** In the event of the City's or Authority's default hereunder which is not cured within sixty (60) days after written notice thereof to the City or Authority, 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. **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.
- c. **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.

7.3 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 VIII

La Crosse, Wisconsin 54601

To the Developer: Attn: Registered Agent
War Eagle, LLC
1310 W Wisconsin St
Sparta, WI 54656

8.8. 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.

8.9. 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 2-133 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.

8.10. 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.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or Authority or any act by the City, Authority 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 or Authority. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City or Authority 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 or Authority'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.

8.12. 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.

8.13. Termination. Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.7(e) (Restrictive Covenant), 2.13 (Record Retention) and 8.5 (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 #18, whichever is longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City and Authority), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, 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.

8.15. 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.

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

8.17. 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.

8.18. 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.

8.19. Construction. This Contract 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.

8.20. 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 or Authority, including but not limited to adopted or approved plans or specifications on file with the City or Authority 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.

8.21. 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.

8.22. 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 HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2024
War Eagle, LLC

Dated this ____ day of ____, 2024
City of La Crosse

Jacob Buswell, Partner

Mitch Reynolds, Mayor

Subscribed and sworn to before me this
____ day of ____, 2024.

Nikki Elsen, City Clerk
Subscribed and sworn to before me this
____ day of ____, 2024.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

Dated this ____ day of ____, 2024
Redevelopment Authority

Andrea Trane, Executive Director

Adam Hatfield, Chair

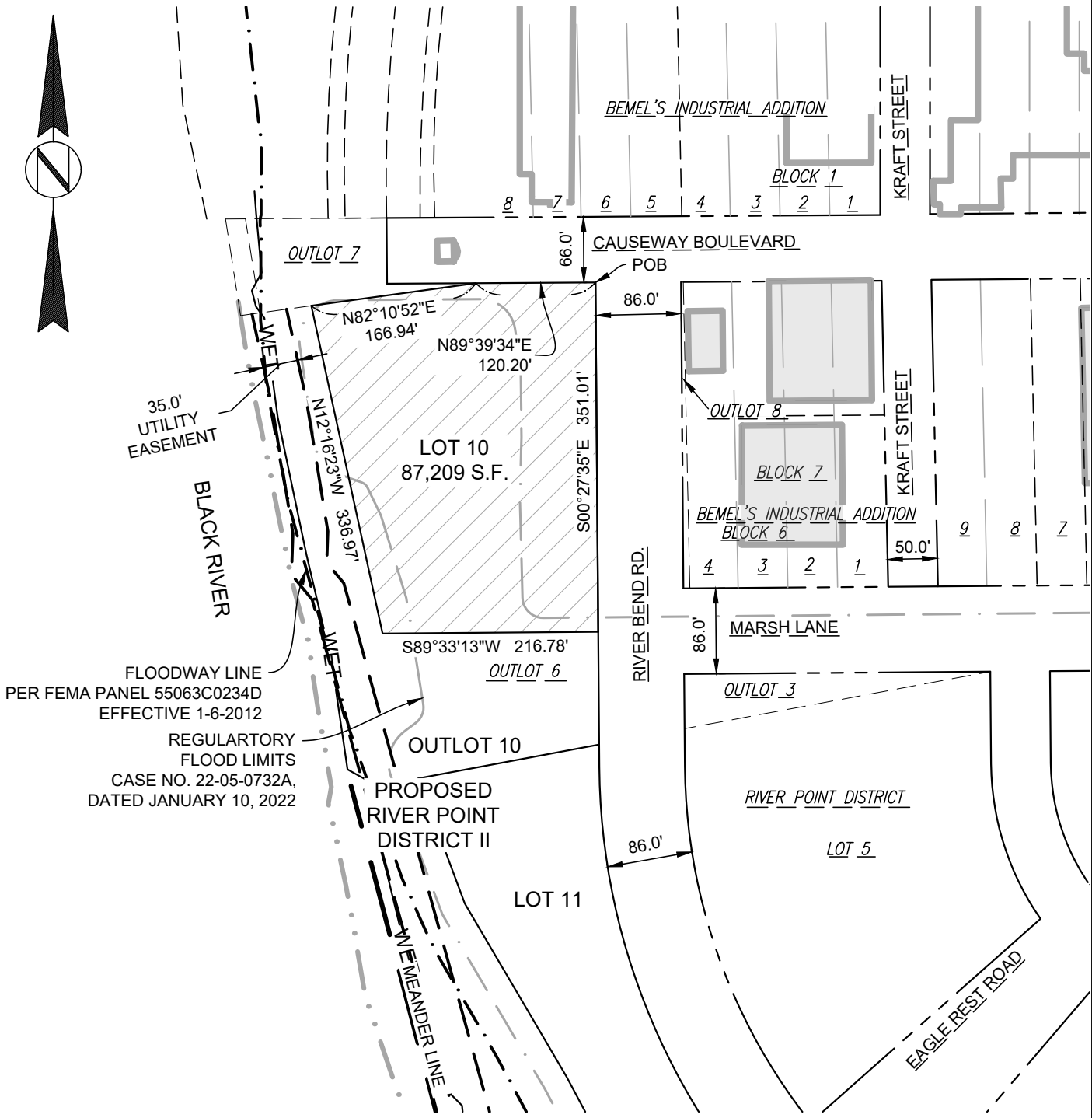
Subscribed and sworn to before me this
____ day of ____, 2024.

Notary Public, State of Wisconsin
My Commission: _____

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

EXHIBIT A - Real Estate

PROPOSED LOT 10 OF RIVER POINT DISTRICT II BEING PART OF OUTLOT 6 OF RIVER POINT DISTRICT LOCATED IN THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 16 NORTH, RANGE 7 WEST IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.



PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

SCALE: 1" = 150'



EXHIBIT A - Real Estate

Proposed Lot 10 of River Point District II being part of Outlot 6 of River Point District, located in the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 31, Town 16 North, Range 7 West in the City of La Crosse, La Crosse County Wisconsin bounded and described as follows:

Beginning at the Northeast corner of Outlot 6 of River Point District; thence South 00°27'35" East along the Easterly line of said Outlot 6 and the Westerly line of River Bend Road, 351.01 feet; thence South 89°33'13" West, 216.78 feet; thence North 12°16'23" West, 336.97 to the Northerly line of Outlot 6 of River Point District; thence North 82°10'52" East along said Northerly line 166.94 feet; thence North 89°39'34" East along said Northerly line and the South line of Causeway Boulevard 120.20 feet to the point of beginning.

Containing 87,209 square feet, 2.00 acres



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

EXHIBIT B

Description of Project

The War Eagle building is designed to be a community asset that will combine housing options, destination dining, and other commercial business uses. The building lobby area will highlight the cultural and historic relevance of the location. A concentration on the War Eagle steamboat's usage during the civil war and thereafter will be emphasized throughout community spaces.

The walkability of this site to downtown businesses, Riverside Park, and a nearby grocery store helps reduce the need for driving and makes it an ideal location for all groups of potential renters. The Parks Department has plans for a connection to the bike trail system which will appeal to outdoor recreation enthusiasts. Adding density on this site will positively contribute to the use of the bike trail system which fits the social and cultural significance of outdoor recreation in the City of La Crosse.

This building has multiple sustainability features that, over time, will help offset CO2 emissions created from the construction process. Most notably the rooftop solar panels are intended to help power the common hallways and community spaces. The green roof terrace system will help with stormwater management by capturing rainwater and using it for the plants and then having it slowly dissipate or evaporate. It also helps improve the lifespan of the roof by protecting the roof membrane and it provides a better thermal performance of the roof by providing additional mass and insulation. The green roof helps by absorbing the sun's energy and therefore reducing the temperature of the roof in the summer. The plants themselves are also helping by converting CO2 into oxygen.

The development will also provide parking for tenants, commercial space patrons, as well as surface stalls for tenants, commercial patrons, and public use.

In terms of the architectural design and materials, we are proposing the use of various materials that would not ordinarily be used in a multi-family development. These materials include the use of glass and architectural pre-cast stone around the entire first and second level of the structure. The first/second level materials will scale nearly 24 feet in height. All the upper levels have tall ceilings with floor to ceiling glass with a mix of high-quality brick, metal, and aluminum sidings.

Project Highlights:

6 story building, 51 Apartment Units, 12,621 sf commercial space (including interior mezzanine), interior parking structure and public surface parking stalls

Projected Assessed value: \$10,791,700

Projected first year Tax Revenue after stabilization: \$211,248

Projected Cost: \$21,500,000

Number of Residences: 51

Number of Parking Spaces: 113

Garage/Enclosed: 35 (tenant use)

Surface: 78 (tenant, commercial, public use)

EXHIBIT C

Restrictive Covenant

(Insert Legal Description)

Subject to the following Restrictive Covenant: Regardless of the owner, occupant, tenant or use of the Property, the real property (as defined in § 70.03, Wis. Stat.) shall remain subject to the general property tax pursuant to Chapter 70 of the Wisconsin Statutes for a minimum period commencing at the date of this deed and concluding December 31, 2043. No owner, occupant, or tenant of the Property shall apply for the real property to be exempt from taxation as provided in §70.11, Wis. Stat., for any tax year prior to tax year January 1, 2044.

This covenant shall run with the land and any future conveyance of the Property shall be subject to the covenant. The City of La Crosse may enforce this covenant using any available legal or equitable remedies permitted by the laws of Wisconsin, including injunctive relief, reasonable attorney's fees and the costs of enforcement of this covenant, including liquidated damages equal to the amount of real estate taxes for the duration of the restrictive covenant time period ending December 31, 2043 that the violator would have paid but for the granting of the tax exemption of the Property.

EXHIBIT D

Description of Public Improvements

None

Exhibit E



War Eagle - K1 City of La Crosse

Sources and Uses

**52 Market Rate Apartments;
12,621 sq. ft. Commercial Space**

SOURCES				
Debt		Amount	Percent	Per Unit
Debt A:	First Mortgage	15,108,660	70.3%	290,551
Debt B:	TIF Mortgage	2,140,000	10.0%	41,154
		17,248,660	80.2%	331,705
Other Sources		Amount	Percent	Per Unit
Category	Sources			
Equity	Developer Cash	4,251,340	19.8%	81,757
		4,251,340	19.8%	81,757
		21,500,000	100.0%	413,462

USES				
	Amount	% of Cost	Per Unit	
ACQUISITION COSTS	500,000	2.3%	9,615	
Land Cost	500,000	2.3%	9,615	
CONSTRUCTION COSTS	18,485,000	86.0%	355,481	
Residential Building	17,085,000	79.5%	328,558	
Structured Parking	400,000	1.9%	7,692	
On-site Work	1,000,000	4.7%	19,231	
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION	0	0.0%	0	
PERMITS/FEEES	0	0.0%	0	
PROFESSIONAL SERVICES	825,000	3.8%	15,865	
Architectural & Engineering Fees	275,000	1.3%	5,288	
FF&E	130,000	0.6%	2,500	
Soft Cost Contingency	420,000	2.0%	8,077	
FINANCING COSTS	1,575,000	7.3%	30,288	
Construction Period Interest	1,200,000	5.6%	23,077	
Real Estate Taxes During Construction	375,000	1.7%	7,212	
DEVELOPER FEE	0	0.0%	0	
Developer Fee	0	0.0%	0	
CASH ACCOUNTS/ESCROWS/RESERVES	115,000	0.5%	2,212	
Management Startup/Leasing	15,000	0.1%	288	
Operating Reserves	100,000	0.5%	1,923	
		21,500,000	100%	413,462

EXHIBIT F
Project Timeline

By May 1, 2024: Architectural and Design Approvals

By June 1, 2024: Commence Construction

By December 31, 2025: Substantial Construction Completion

By December 31, 2026: Fully Stabilized

EXHIBIT G
Monetary Obligation Example

City of La Crosse, WI

Tax Increment District No. 18 (River Point District) - War Eagle Project Cash Flow Projection

Year	Revenues	Expenditures		Balances		Year
	Tax Increments	Developer Pay- Go (85%)	Total Expenditures	Annual	Cumulative	
2023	0	0	0	0	0	2023
2024	0	0	0	0	0	2024
2025	0	0	0	0	0	2025
2026	166,926	141,887	141,887	25,039	25,039	2026
2027	210,262	178,723	178,723	31,539	56,578	2027
2028	210,262	178,723	178,723	31,539	88,118	2028
2029	210,262	178,723	178,723	31,539	119,657	2029
2030	211,313	179,616	179,616	31,697	151,354	2030
2031	212,370	180,514	180,514	31,855	183,209	2031
2032	213,432	181,417	181,417	32,015	215,224	2032
2033	214,499	182,324	182,324	32,175	247,399	2033
2034	215,571	183,236	183,236	32,336	279,735	2034
2035	216,649	184,152	184,152	32,497	312,232	2035
2036	217,732	185,073	185,073	32,660	344,892	2036
2037	218,821	185,998	185,998	32,823	377,715	2037
2038	219,915	0	0	219,915	597,630	2038
2039	221,015	0	0	221,015	818,645	2039
2040	222,120	0	0	222,120	1,040,765	2040
2041	223,231	0	0	223,231	1,263,996	2041
2042	224,347	0	0	224,347	1,488,342	2042
2043	225,468	0	0	225,468	1,713,811	2043
2044	226,596	0	0	226,596	1,940,406	2044
2045	227,729	0	0	227,729	2,168,135	2045
2046	228,867	0	0	228,867	2,397,002	2046
2047	230,012	0	0	230,012	2,627,014	2047
2048	231,162	0	0	231,162	2,858,176	2048
Total	4,998,561	2,140,385	2,140,385			Total

Notes:

** Developer Pay-Go is 85% of gross increment until \$2,140,000 is achieved*



War Eagle - K1
City of La Crosse
 52 Market Rate Apartments; 12,621 (sf) Commercial Space
Multi-Year Operating Proforma

Income	Stabilized		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	2026	2027												
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Rental Income														
Gross Potential Rent														
Less: 5.0% Stabilized Vacancy														
Less: Additional Pre-stabilization Vacancy														
Total Rental Income	1,222,080	1,246,522	1,271,452	1,296,881	1,322,819	1,349,275	1,376,261	1,403,786	1,431,861	1,460,499	1,489,709	1,519,503	1,549,893	1,580,891
Other Residential Income														
Structured Parking														
Surface parking														
Pet Fees														
Utility Reimbursement														
Misc.														
Less: Vacancy														
Less: Additional Pre-stabilization Vacancy														
Total Other Residential Income	76,346	77,873	79,430	81,019	82,639	84,292	85,978	87,697	89,451	91,240	93,065	94,926	96,825	98,761
Net Residential Income (NRI)	1,298,426	1,324,394	1,350,882	1,377,900	1,405,458	1,433,567	1,462,238	1,491,483	1,521,313	1,551,739	1,582,774	1,614,429	1,646,718	1,679,652
Commercial Income														
Less: Commercial Vacancy - 5.0%														
Less: Expense on Commercial Vacancy														
Less: Additional Pre-stabilization Loss														
Net Commercial Income	285,390	291,098	296,920	302,859	308,916	315,094	321,396	327,824	334,380	341,068	347,889	354,847	361,944	369,183
Effective Gross Income (EGI)	1,583,816	1,615,493	1,647,802	1,680,758	1,714,374	1,748,661	1,783,634	1,819,307	1,855,693	1,892,807	1,930,663	1,969,276	2,008,662	2,048,835
Expenses														
Rental Unit Expenses														
Operating Expenses														
Management Fee: 2.0% of EGI														
Property Taxes														
Reserves: \$305 PUPY														
Modified Rental Expense During Stabilization														
Total Rental Unit Expenses	349,384	353,651	357,990	362,403	366,889	371,452	376,092	380,811	385,610	390,491	395,456	400,505	405,642	410,866
Total Expenses	349,384	353,651	357,990	362,403	366,889	371,452	376,092	380,811	385,610	390,491	395,456	400,505	405,642	410,866
NET OPERATING INCOME	1,234,432	1,261,841	1,289,812	1,318,356	1,347,484	1,377,209	1,407,542	1,438,496	1,470,083	1,502,316	1,535,207	1,568,771	1,603,020	1,637,969
Tax Increment Financing Revenue	141,887	178,723	178,723	178,723	179,616	180,514	181,417	182,324	183,236	184,152	185,073	185,998	0	0
ADJUSTED NET OPERATING INCOME	1,376,319	1,440,564	1,468,535	1,497,079	1,527,101	1,557,724	1,588,959	1,620,820	1,653,319	1,686,468	1,720,280	1,754,769	1,603,020	1,637,969
Debt Service														
Debt A: First Mortgage														
Debt B: TIF Mortgage														
Debt C: Other Loan														
Total Debt Service	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580	1,474,580
Debt Coverage														
Debt Coverage w/o Tax Increment Financing														
NET CASH FLOW	(98,260)	(34,016)	(6,045)	22,499	52,521	83,144	114,380	146,241	178,739	211,888	245,700	280,189	128,441	163,389
Returns Analysis														
Net Cash to Developer														
Net Cash to Developer (w/o assistance)														
Yield on Cost Annual Return														
Yield on Cost Average Annual Return														
Yield on Cost Annual Return (w/o TIF assistance)														
Yield on Cost Average Annual Return (w/o TIF assistance)														

Exhibit I

Page 1 of 2

Sample Lookback Calculation - War Eagle - K1

	2026	2026	2027	2028	2029	2030	2031	
1. Pro Forma Financial Statement - Return Analysis	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
NET OPERATING INCOME	1,234,432	1,261,841	1,289,812	1,318,356	1,347,484	1,377,209	1,407,542	
Tax Increment Financing Revenue	Inflator: 0% 141,887	178,723	178,723	178,723	179,616	180,514	181,417	
ADJUSTED NET OPERATING INCOME	1,376,319	1,440,564	1,468,535	1,497,079	1,527,101	1,557,724	1,588,959	
Yield on Cost Annual Return	Average Annual Goal 8.00%	6.40%	6.70%	6.83%	6.96%	7.10%	7.25%	7.39%
Yield on Cost Average Annual Return	Start From: Year 1	6.40%	6.55%	6.64%	6.72%	6.80%	6.87%	6.95%

Total Estimated Project Cost (Used for Initial Yield on Cost) 21,500,000
Actual Total Project Cost (Used for Lookback Yield on Cost) 21,500,000

	2026	2027	2028	2029	2030	2031	2032	
2. Lookback Adjustment Example	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
NET OPERATING INCOME	1,234,432	1,296,154	1,360,962	1,429,010	1,500,460	1,575,483	1,654,257	
Tax Increment Financing Revenue	Inflator: 0% 141,887	178,723	178,723	178,723	179,616	180,514	181,417	
ADJUSTED NET OPERATING INCOME	1,376,319	1,474,877	1,539,684	1,607,732	1,680,076	1,755,998	1,835,674	
Yield on Cost Annual Return	6.40%	6.86%	7.16%	7.48%	7.81%	8.17%	8.54%	
Yield on Cost Average Annual Return	Start From: Year 1	6.40%	6.63%	6.81%	6.98%	7.14%	7.31%	7.49%

	2026	2027	2028	2029	2030	2031	2032	
3. TIF Note (Present Value) Calculation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
First Half Payment	08/01	70,944	89,361	89,361	89,361	89,808	90,257	90,708
Second Half Payment	02/01	70,944	89,361	89,361	89,361	89,808	90,257	90,708
Tax Increment Financing Revenue		141,887	178,723	178,723	178,723	179,616	180,514	181,417
Annual Present Value (Semi-Annual)	0.00% Interest Rate	141,887	320,610	499,333	678,055	857,672	1,038,186	1,219,603

TIF Note (Present Value) Difference	
Original TIF Term	12
Current TIF Term to reach average 8.00% YoC	10
Principal Amt. of Original TIF Note	\$ 2,140,000
Principal Amt. (Present Value) of TIF in Year 10	\$ 1,680,163
Difference	\$ 459,837
50% Difference	\$ 229,919
PV of TIF in Year 10	\$ 1,680,163
Plus 50% Difference	\$ 229,919
New Principal Amount of TIF Note (PV)	\$ 1,910,081
Estimated Revised TIF Note Term by Year	10

Original PAYGO	
Total PAYGO Collections	2,140,000
NPV	2,140,000
Rate for NPV	0.00%

Exhibit I

Page 2 of 2

Sample Lookback Calculation - War Eagle - K1

			2032	2033	2034	2035	2036	2037	2038
1. Pro Forma Financial Statement - Return Analysis			Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
NET OPERATING INCOME			1,438,496	1,470,083	1,502,316	1,535,207	1,568,771	1,603,020	1,637,969
Tax Increment Financing Revenue	Inflator:	0%	182,324	183,236	184,152	185,073	185,613	0	0
ADJUSTED NET OPERATING INCOME			1,620,820	1,653,319	1,686,468	1,720,280	1,754,384	1,603,020	1,637,969
Yield on Cost Annual Return									
Yield on Cost Average Annual Return	Average Annual	Goal 8.00%	7.54%	7.69%	7.84%	8.00%	8.16%	7.46%	7.62%
	Start From:	Year 1	7.02%	7.10%	7.17%	7.25%	7.32%	7.33%	7.35%

Total Estimated Project Cost (Used for Initial Yield on Cost) 21,500,000
Actual Total Project Cost (Used for Lookback Yield on Cost) 21,500,000

			2033	2034	2035	2036	2037	2038	2039
2. Lookback Adjustment Example			Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
NET OPERATING INCOME			1,736,970	1,823,819	1,915,010	2,010,760	2,111,298	2,216,863	2,327,706
Tax Increment Financing Revenue	Inflator:	0%	182,324	183,236	95,000	0	0	0	0
ADJUSTED NET OPERATING INCOME			1,919,294	2,007,054	2,010,010	2,010,760	2,111,298	2,216,863	2,327,706
Yield on Cost Annual Return									
Yield on Cost Average Annual Return			8.93%	9.34%	9.35%	9.35%	9.82%	10.31%	10.83%
	Start From:	Year 1	7.67%	7.85%	8.00%	8.13%	8.27%	8.42%	8.60%

		2033	2034	2035	2036	2037	2038	2039
3. TIF Note (Present Value) Calculation		Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
First Half Payment	Payment Date: 08/01	91,162	91,618	47,500	0	0	0	0
Second Half Payment	Payment Date: 02/01	91,162	91,618	47,500	0	0	0	0
Tax Increment Financing Revenue		182,324	183,236	95,000	0	0	0	0
Annual Present Value (Semi-Annual)		1,401,927	1,585,163	1,680,163	1,680,163	1,680,163	1,680,163	1,680,163

TIF Note (Present Value) Difference	
Original TIF Term	12
Current TIF Term to reach average 8.00% YoC	10
Principal Amt. of Original TIF Note	\$ 2,140,000
Principal Amt. (Present Value) of TIF in Year 10	\$ 1,680,163
Difference	\$ 459,837
50% Difference	\$ 229,919
PV of TIF in Year 10	\$ 1,680,163
Plus 50% Difference	\$ 229,919
New Principal Amount of TIF Note (PV)	\$ 1,910,081
Estimated Revised TIF Note Term by Year	10



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR
LA CROSSE

24-0112

January 30, 2024

I hereby approve the submitting of the attached Legislation "Resolution approving a development agreement for War Eagle, LLC" to be considered at the Finance & Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0001

Agenda Date: 2/1/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update