



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Common Council

Thursday, October 9, 2025

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 only (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.

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

Mayor Shaundel Washington-Spivey, Presiding

Roll Call

Pledge of Allegiance

Invocation

Pastor Steven Larrabee, La Crosse Community Church of the Nazarene

We recognize that the City of La Crosse occupies the land of the Ho-Chunk people. Please take a moment to celebrate and honor the ancestral Ho-Chunk Land, and the sacred lands of all indigenous people.

Approval of Minutes

Minutes of the September 11, 2025 regular & September 23, 2025 special meeting.

Reports

[25-1235](#)

Financial Report from the Director of Finance for the Month of August.

Notices and Discussions

COMMON COUNCIL MATTERS

[25-1234](#)

Resolution approving 2025 Bills and Engineering Estimates paid in October 2025.

APPOINTMENTS BY THE MAYOR[25-1230](#)

Heritage Preservation Commission: Eric Garland. International Committee: Irene Barmore. Municipal Transit Utility Board: Andrew Ericson.

**SUSPENSION OF COUNCIL RULE XV FOR THE FOLLOWING ITEMS:
(2/3 Vote Required)**

25-1108, 25-1157, 25-1158

REPORT OF BIDS/QUOTES RECOMMENDED TO BE ADOPTED[25-0038](#)

Report of Bids and Resolution awarding contract to Market & Johnson, Inc. in the amount of \$719,359.00 for the City of La Crosse Fire Station #3 Renovations project.

ITEMS WITHOUT RECOMMENDATION

Special F&P Meeting 10/9/2025 - 5:50 p.m.

[25-1157](#)

Resolution authorizing Capital Equipment purchases for the Street Department as part of the approved 2026 Capital Improvement Plan

[25-1158](#)

Resolution authorizing use of Street Department operating budget funds for the purchase of large Capital Equipment in 2025 for multi-department use

ITEMS RECOMMENDED TO BE ADOPTED[25-1130](#)

Resolution appropriating additional funds for sidewalk and restoration as part of the citywide sidewalk infill program (CIP #762).

2/3 vote of Council required for a change to the current Capital Budget

[25-1134](#)

Resolution to re-allocate unused funds from completed Capital purchases and/or projects to previously approved and newly requested capital equipment purchases for the Stormwater Utility.

2/3 vote of Council required for a change to the current Capital Budget

[25-1135](#)

Resolution to re-allocate unspent Capital funds from completed purchase and/or projects to underfunded and unplanned capital equipment needs for the Sanitary Sewer Utility.

2/3 vote of Council required for a change to the current Capital Budget

ITEM RECOMMENDED TO BE NOT ADOPTED[25-1054](#)

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

Vote of 4 to 2 out of the Finance & Personnel Committee.

CONSENT AGENDA

The following consent agenda will be approved with a single voice vote, based on the recommended actions, unless an item is removed at the request of the Mayor or a Council Member.

ITEMS RECOMMENDED TO BE ADOPTED

- [25-1018](#) AN ORDINANCE amending various sections of Chapter 4 of the Code of Ordinances of the City of La Crosse relating to alcohol beverage licensing.
- [25-1127](#) AN ORDINANCE to amend Section 40-13(a) and (b) of the Code of Ordinances of the City of La Crosse regarding temporary use of streets by businesses renting dumpsters or storage containers.
- [25-1053](#) Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to upgrade the 2nd Street Cycle Track.
- [25-1108](#) Resolution approving Loan Modification Agreement and other associated documents for Upper Floor Loans with Dale Berg d/b/a Jeaneri, Ltd.
- [25-1109](#) Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for a Highway Safety Improvement Project at the intersection of Mormon Coulee Road (USH 14) & Birch Street (Project I.D. #1641-03-07/77).
- [25-1119](#) Resolution authorizing a Development Agreement for the Grandview Apartments project regarding a Site Assessment Grant (SAG) award from the Wisconsin Economic Development Corporation (WEDC).
- [25-1128](#) Resolution amending Appendix C Fee Schedule regarding the Temporary Street Privilege Permits for portable toilets.
- [25-1129](#) Resolution authorizing installation of neighborhood safety street lighting at the intersection of 19th Street South & Jackson Street.

Adjournment**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.

Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council will not endorse the religious beliefs or views of this, or any other speaker.

Council Members:

Tamra Dickinson, Erin Goggin, Barb Janssen, Larry Sleznikow, Olivia Stine, Christine Kahlow, Gary Padesky, Mackenzie Mindel, Aron Newberry, Jennifer Trost, Crystal Bedford, Lisa Weston, Rosanne Northwood



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1235

Agenda Date: 10/9/2025

Version: 1

Status: Agenda Ready

In Control: Common Council

File Type: Report

Agenda Number:

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

	2025
Revenue	\$1,342,754.57
1000410 - CLERK - GEN ADMIN	\$76,926.52
450000 - ALCOHOL LICENSE	\$2,751.10
450005 - OTHR LICENSE/PERM/RELATED FEE	\$74,175.42
450035 - PET & ANIMAL LICENSE	\$0.00
454000 - MISCELLANEOUS REVENUE	\$0.00
1002010 - POLICE - GEN ADMIN	\$6,676.14
431015 - PD REPORT COPIES	\$32.31
431020 - SALE OF ABANDONED VEHICLES	\$5,347.00
450045 - ALARM PERMITS & FEES	\$144.00
454000 - MISCELLANEOUS REVENUE	\$1,152.83
1002110 - FIRE - GEN ADMIN	\$5,318.00
430000 - FD SERVICES & TRAINING CHARGES	\$0.00
450005 - OTHR LICENSE/PERM/RELATED FEE	\$3,783.00
450010 - ELECTRICAL PERMITS	\$0.00
450020 - BUILDING & RELATED PERMITS	\$0.00
450025 - HEATING & PLUMBING PERMITS	\$0.00
450045 - ALARM PERMITS & FEES	\$0.00
450065 - REGISTRATION FEES	\$0.00
450070 - MISCELLANEOUS FINES & FEES	\$0.00
454000 - MISCELLANEOUS REVENUE	\$1,535.00
1003010 - PLANNING/DEVELOPMENT-GEN ADMIN	\$1,225.00
421100 - DONATIONS	\$650.00
450005 - OTHR LICENSE/PERM/RELATED FEE	\$75.00
450020 - BUILDING & RELATED PERMITS	\$500.00
1003015 - PLANNING/BUILDING & INSPECTION	\$89,375.22
450005 - OTHR LICENSE/PERM/RELATED FEE	\$1,674.00
450010 - ELECTRICAL PERMITS	\$10,285.06
450020 - BUILDING & RELATED PERMITS	\$59,867.03
450025 - HEATING & PLUMBING PERMITS	\$17,221.13
450070 - MISCELLANEOUS FINES & FEES	\$328.00
1003310 - ENGINEERING - GEN ADMIN	\$23,384.08
421003 - COUNTY CONTRIBUTIONS	\$0.00
450005 - OTHR LICENSE/PERM/RELATED FEE	\$1,446.00
450030 - WEIGHTS & MEASURES FEE	\$0.00
454000 - MISCELLANEOUS REVENUE	\$2,345.00

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

454005 - INTERFUND CHARGES FOR SERVICES	\$19,593.08
1003410 - HIGHWAY - GEN ADMIN	\$3,443.95
454000 - MISCELLANEOUS REVENUE	\$1,704.28
454001 - DAMAGE TO CITY PROPERTY	\$1,739.67
454005 - INTERFUND CHARGES FOR SERVICES	\$0.00
491003 - SALE OF PROPERTY/EQUIP	\$0.00
1003430 - HIGHWAY - SERVICE CHRGS/PARTS	\$29,043.27
454005 - INTERFUND CHARGES FOR SERVICES	\$29,043.27
1004010 - LIBRARY - GEN ADMIN	\$568.16
441030 - SERVICE FEES	\$51.15
450065 - REGISTRATION FEES	\$110.00
450070 - MISCELLANEOUS FINES & FEES	\$20.00
452015 - OTHER SERVICE CHARGES	\$0.00
452020 - INTRGOVERNMENTL CHRGS FOR SVCS	\$0.00
454001 - DAMAGE TO CITY PROPERTY	\$333.01
491003 - SALE OF PROPERTY/EQUIP	\$54.00
1004110 - LAX CENTER - GEN ADMIN	\$0.00
405005 - ROOM TAX	\$0.00
440015 - FACILITY RENTAL FEES	\$0.00
441000 - LIQUOR FUND	\$0.00
441030 - SERVICE FEES	\$0.00
454000 - MISCELLANEOUS REVENUE	\$0.00
491003 - SALE OF PROPERTY/EQUIP	\$0.00
1004210 - PARKS/REC - GEN ADMIN	\$7,477.07
454000 - MISCELLANEOUS REVENUE	\$0.00
457100 - RENT/LEASE INCOME	\$7,477.07
1004215 - PARKS/REC - PARKS	\$4,017.90
440015 - FACILITY RENTAL FEES	\$4,017.90
1004220 - PARKS/REC - RECREATION	\$47,258.22
440000 - ADULT RECREATION FEES	\$13,206.12
440005 - YOUTH RECREATION FEES	\$6,010.00
450065 - REGISTRATION FEES	\$28,042.10
1004225 - PARKS/REC - FACILITIES	\$2,398.45
440015 - FACILITY RENTAL FEES	\$2,398.45
1004235 - PARKS/REC - AQUATICS	\$9,545.89
440010 - POOL ADMISSION FEES	\$9,545.89
1009905 - TRANSFERS	\$29,252.11

Income Statement

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For the Month of August 2025



Period: 8 to 8	
492000 - TRANSFERS IN	\$29,252.11
1009910 - NON-DEPT - GEN ADMIN	\$1,006,844.59
405005 - ROOM TAX	\$87,180.08
405010 - MOBILE HOME TAX	\$2,736.41
405015 - PMTS IN LIEU OF TAXES (PILOT)	\$151,036.76
405035 - INTEREST/PENALTY DELINQ TAXES	\$3,739.89
405045 - SALES TAX DISCOUNT	\$146.90
420100 - GRANT AWARDS - FEDERAL	\$0.00
441030 - SERVICE FEES	\$0.00
450005 - OTHR LICENSE/PERM/RELATED FEE	\$25.00
450070 - MISCELLANEOUS FINES & FEES	\$69.00
453000 - INTEREST EARNINGS	\$3,781.15
453004 - REALIZED GAIN/LOSS	\$64,193.72
453005 - UNREALIZED GAIN/LOSS	\$516,003.03
453010 - INVESTMENT EARNINGS	\$92,517.21
454000 - MISCELLANEOUS REVENUE	\$1,939.53
454005 - INTERFUND CHARGES FOR SERVICES	\$83,472.26
456000 - CASH OVER/SHORT	\$3.65
457100 - RENT/LEASE INCOME	\$0.00
491002 - SALE OF LAND	\$0.00
Expense	\$4,777,786.59
1000210 - FINANCE - GEN ADMIN	\$51,698.01
510000 - SALARIES AND WAGES	\$32,220.24
510006 - OVERTIME PAY	\$230.65
510030 - CELL PHONE REIMBURSEMENT	\$35.00
511005 - HEALTH INSURANCE	\$8,776.42
511015 - LIFE INSURANCE	\$109.54
511020 - SOCIAL SECURITY AND MEDICARE	\$2,404.33
511025 - RETIREMENT BENEFITS	\$2,255.36
520110 - OTHER CONTRACTED SVCS	\$73.33
521006 - TRAINING/CONF. REGISTRATION	\$1,295.00
521101 - TELEPHONE	\$37.49
532000 - OFFICE SUPPLIES	\$84.84
532010 - OPERATING SUPPLIES	\$0.00
532060 - POSTAGE	\$441.06
532065 - PRINTING SERVICES	\$125.21
550000 - MISCELLANEOUS	\$31.76

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

563000 - LEASE PRINCIPAL	\$490.35
563100 - LEASE INTEREST	\$54.46
580500 - OFFICE EQUIPMENT \$10,000+	\$3,032.97
1000215 - FINANCE -ACCOUNTING/PAYROLL	\$45,483.41
510000 - SALARIES AND WAGES	\$31,690.34
510006 - OVERTIME PAY	\$372.97
511005 - HEALTH INSURANCE	\$8,776.42
511015 - LIFE INSURANCE	\$55.98
511020 - SOCIAL SECURITY AND MEDICARE	\$2,359.27
511025 - RETIREMENT BENEFITS	\$2,228.43
520055 - RECRUITMENT FEES & SVCS	\$0.00
1000225 - FINANCE - TREASURY/CUST SVC	\$25,417.97
510000 - SALARIES AND WAGES	\$13,256.44
510006 - OVERTIME PAY	\$0.00
511005 - HEALTH INSURANCE	\$4,388.17
511020 - SOCIAL SECURITY AND MEDICARE	\$966.94
511025 - RETIREMENT BENEFITS	\$921.33
520110 - OTHER CONTRACTED SVCS	\$5,877.70
532000 - OFFICE SUPPLIES	\$0.00
532060 - POSTAGE	\$7.39
1000230 - FINANCE -MAIL SRVC/PRINTING	\$4,240.83
510000 - SALARIES AND WAGES	\$1,795.20
511005 - HEALTH INSURANCE	\$2,194.25
511020 - SOCIAL SECURITY AND MEDICARE	\$126.62
511025 - RETIREMENT BENEFITS	\$124.76
1000310 - LEGAL - GEN ADMIN	\$65,076.51
510000 - SALARIES AND WAGES	\$47,890.34
511005 - HEALTH INSURANCE	\$8,776.42
511015 - LIFE INSURANCE	\$141.55
511020 - SOCIAL SECURITY AND MEDICARE	\$3,523.31
511025 - RETIREMENT BENEFITS	\$3,328.41
521005 - TRAVEL - OTHER	\$0.00
521101 - TELEPHONE	\$227.96
532000 - OFFICE SUPPLIES	\$89.00
532060 - POSTAGE	\$62.95
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$1,036.57
533010 - COMPUTER EQUIP UNDER \$10,000	\$0.00

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For the Month of August 2025



Period: 8 to 8

550000 - MISCELLANEOUS	\$0.00
1000410 - CLERK - GEN ADMIN	\$32,489.41
510000 - SALARIES AND WAGES	\$20,045.74
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$35.00
511005 - HEALTH INSURANCE	\$7,313.67
511015 - LIFE INSURANCE	\$51.90
511020 - SOCIAL SECURITY AND MEDICARE	\$1,472.14
511025 - RETIREMENT BENEFITS	\$1,393.18
521005 - TRAVEL - OTHER	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$149.00
521101 - TELEPHONE	\$0.00
532000 - OFFICE SUPPLIES	\$222.40
532060 - POSTAGE	\$298.51
532065 - PRINTING SERVICES	\$0.00
532070 - BOOKS & PUBLICATIONS	\$1,147.38
550000 - MISCELLANEOUS	\$360.49
1000415 - CLERK - ELECTIONS	\$58.18
510000 - SALARIES AND WAGES	\$0.00
510005 - LIMITED TERM EE SALARIES	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
521101 - TELEPHONE	\$0.00
532000 - OFFICE SUPPLIES	\$0.00
532060 - POSTAGE	\$58.18
532065 - PRINTING SERVICES	\$0.00
532070 - BOOKS & PUBLICATIONS	\$0.00
550000 - MISCELLANEOUS	\$0.00
1000510 - COUNCIL - GEN ADMIN	\$14,907.57
510000 - SALARIES AND WAGES	\$9,790.00
511015 - LIFE INSURANCE	\$0.12
511020 - SOCIAL SECURITY AND MEDICARE	\$1,057.71
511025 - RETIREMENT BENEFITS	\$9.74
511050 - OTHER BENEFITS	\$4,050.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
532065 - PRINTING SERVICES	\$0.00
550000 - MISCELLANEOUS	\$0.00

Income Statement

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For the Month of August 2025



Period: 8 to 8

1000610 - MAYOR - GEN ADMIN	\$26,190.51
510000 - SALARIES AND WAGES	\$18,534.98
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$4,388.17
511015 - LIFE INSURANCE	\$109.73
511020 - SOCIAL SECURITY AND MEDICARE	\$1,388.65
511025 - RETIREMENT BENEFITS	\$1,272.22
511065 - EMPLOYEE RECOGNITION	\$0.00
511075 - CAR ALLOWANCE	\$250.00
521005 - TRAVEL - OTHER	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$100.00
521101 - TELEPHONE	\$40.49
532000 - OFFICE SUPPLIES	\$81.60
532010 - OPERATING SUPPLIES	\$0.00
532060 - POSTAGE	\$0.74
532065 - PRINTING SERVICES	\$18.81
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
550000 - MISCELLANEOUS	\$0.00
550250 - AP PMT BY CREDIT CARD FEE	\$5.12
1000710 - MUNI COURT - GEN ADMIN	\$19,891.93
510000 - SALARIES AND WAGES	\$14,554.01
511005 - HEALTH INSURANCE	\$2,925.50
511015 - LIFE INSURANCE	\$17.73
511020 - SOCIAL SECURITY AND MEDICARE	\$1,037.35
511025 - RETIREMENT BENEFITS	\$1,011.48
521005 - TRAVEL - OTHER	\$0.00
521101 - TELEPHONE	\$0.00
532000 - OFFICE SUPPLIES	\$95.17
532060 - POSTAGE	\$250.69
1000810 - IT - GEN ADMIN	\$168,661.61
510000 - SALARIES AND WAGES	\$66,918.01
510001 - SEVERANCE PAY	\$0.00
510005 - LIMITED TERM EE SALARIES	\$2,061.50
510030 - CELL PHONE REIMBURSEMENT	\$140.00
511005 - HEALTH INSURANCE	\$14,627.42
511015 - LIFE INSURANCE	\$76.00
511020 - SOCIAL SECURITY AND MEDICARE	\$5,076.89

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

511025 - RETIREMENT BENEFITS	\$4,794.06
520055 - RECRUITMENT FEES & SVCS	\$0.00
520140 - ADMINISTRATIVE SVCS	\$70,148.83
521005 - TRAVEL - OTHER	\$2,238.04
521006 - TRAINING/CONF. REGISTRATION	\$810.54
521101 - TELEPHONE	\$1,398.03
521103 - WATER	\$61.95
532000 - OFFICE SUPPLIES	\$50.00
532055 - GASOLINE FUEL	\$0.00
532065 - PRINTING SERVICES	\$3.06
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$135.00
540500 - R&M - OTHER	\$121.97
550250 - AP PMT BY CREDIT CARD FEE	\$8.95
580400 - VEHICLES	(\$8.64)
1000910 - HUMAN RESOURCES - GEN ADMIN	\$49,069.33
510000 - SALARIES AND WAGES	\$28,441.62
510005 - LIMITED TERM EE SALARIES	\$1,687.00
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$26.25
511005 - HEALTH INSURANCE	\$8,410.75
511015 - LIFE INSURANCE	\$40.52
511020 - SOCIAL SECURITY AND MEDICARE	\$2,260.01
511025 - RETIREMENT BENEFITS	\$1,976.69
511045 - PROFESSIONAL EDU REIMBURSEMENT	\$0.00
520025 - OUTSIDE LEGAL SVCS	\$4,610.00
520055 - RECRUITMENT FEES & SVCS	\$27.90
521004 - TRAVEL - MILEAGE	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$654.62
521101 - TELEPHONE	\$37.49
532000 - OFFICE SUPPLIES	\$35.77
532060 - POSTAGE	\$21.08
532065 - PRINTING SERVICES	\$1.21
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$72.92
533015 - COMPUTER SOFTWARE UNDR \$10,000	\$765.50
550000 - MISCELLANEOUS	\$0.00
1002010 - POLICE - GEN ADMIN	\$1,124,262.51
510000 - SALARIES AND WAGES	\$665,958.02

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

510006 - OVERTIME PAY	\$39,993.61
510030 - CELL PHONE REIMBURSEMENT	\$1,232.75
511005 - HEALTH INSURANCE	\$151,539.92
511015 - LIFE INSURANCE	\$941.00
511020 - SOCIAL SECURITY AND MEDICARE	\$54,233.08
511025 - RETIREMENT BENEFITS	\$102,738.80
511040 - UNIFORM AND OTHER ALLOWANCES	\$34,885.60
520005 - PROFESSIONAL FEES	\$2,568.14
520055 - RECRUITMENT FEES & SVCS	\$608.55
520100 - CONTRACT SVCS - CLEANING	\$875.00
520110 - OTHER CONTRACTED SVCS	\$42,485.87
521001 - TRAVEL - LODGING	\$0.00
521002 - TRAVEL - TRNSPTN	\$39.80
521003 - TRAVEL - MEALS	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$2,719.78
521102 - ELECTRICITY	\$384.63
521104 - NATURAL GAS	\$29.55
532000 - OFFICE SUPPLIES	\$610.89
532005 - PROGRAM SUPPLIES	\$0.00
532055 - GASOLINE FUEL	\$0.00
532056 - DIESEL FUEL	\$0.00
532060 - POSTAGE	\$775.80
532065 - PRINTING SERVICES	\$130.57
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
532085 - FIRST AID & SAFETY SUPPLIES	\$0.00
533005 - VEHICLE EQUIPMENT	\$132.72
540100 - R&M - EQUIP/MACH	\$2,541.50
540150 - R&M - COMMUNICATION	\$821.34
540250 - R&M - VEHICLE	\$5,658.12
540500 - R&M - OTHER	\$120.00
550000 - MISCELLANEOUS	\$411.95
550250 - AP PMT BY CREDIT CARD FEE	\$10.32
580601 - COMPUTER SOFTWARE \$10,000+	\$11,815.20
1002015 - POLICE - FIELD SERVICES	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510001 - SEVERANCE PAY	\$0.00

Income Statement

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For the Month of August 2025



Period: 8 to 8	
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$0.00
511015 - LIFE INSURANCE	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
511040 - UNIFORM AND OTHER ALLOWANCES	\$0.00
1002020 - POLICE -INVESTIGATIVE SERVICES	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
511040 - UNIFORM AND OTHER ALLOWANCES	\$0.00
1002025 - POLICE -PROFESSIONAL STANDARDS	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
511040 - UNIFORM AND OTHER ALLOWANCES	\$0.00
1002110 - FIRE - GEN ADMIN	\$122,497.00
510000 - SALARIES AND WAGES	\$79,541.02
510006 - OVERTIME PAY	\$0.00
511005 - HEALTH INSURANCE	\$10,239.25
511015 - LIFE INSURANCE	\$456.50
511020 - SOCIAL SECURITY AND MEDICARE	\$1,793.84
511025 - RETIREMENT BENEFITS	\$18,899.30
511030 - ER CONTRIBUTION ICMA	\$3,457.42
511040 - UNIFORM AND OTHER ALLOWANCES	\$2,800.00
511075 - CAR ALLOWANCE	\$0.00
520000 - CONTRACT/PROFESSIONAL SERVICES	\$292.00
521101 - TELEPHONE	\$1,645.47
521102 - ELECTRICITY	\$6,246.13
521103 - WATER	\$579.21
521104 - NATURAL GAS	\$515.27

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
521105 - SEWER	\$436.75
521106 - STORM WATER	\$437.56
532000 - OFFICE SUPPLIES	\$326.77
532005 - PROGRAM SUPPLIES	\$76.93
532060 - POSTAGE	\$68.66
532065 - PRINTING SERVICES	\$30.58
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$1,650.00
533010 - COMPUTER EQUIP UNDER \$10,000	\$0.00
533015 - COMPUTER SOFTWARE UNDR \$10,000	(\$1.10)
540100 - R&M - EQUIP/MACH	\$0.00
540150 - R&M - COMMUNICATION	\$505.44
550250 - AP PMT BY CREDIT CARD FEE	\$0.00
580601 - COMPUTER SOFTWARE \$10,000+	(\$7,500.00)
1002115 - FIRE - COMMUNITY RISK MGMT	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510001 - SEVERANCE PAY	\$0.00
510006 - OVERTIME PAY	\$0.00
511005 - HEALTH INSURANCE	\$0.00
511015 - LIFE INSURANCE	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
520080 - CONTRACT SVCS - MOWING SVCS	\$0.00
520110 - OTHER CONTRACTED SVCS	\$0.00
521001 - TRAVEL - LODGING	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$0.00
532000 - OFFICE SUPPLIES	\$0.00
532005 - PROGRAM SUPPLIES	\$0.00
532010 - OPERATING SUPPLIES	\$0.00
532055 - GASOLINE FUEL	\$0.00
532060 - POSTAGE	\$0.00
532065 - PRINTING SERVICES	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
540250 - R&M - VEHICLE	\$0.00
550000 - MISCELLANEOUS	\$0.00
1002120 - FIRE - TRAINING & PROF STNDS	\$3,891.37
521001 - TRAVEL - LODGING	\$324.00

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

521002 - TRAVEL - TRNSPTN	\$718.46
521003 - TRAVEL - MEALS	\$202.91
521004 - TRAVEL - MILEAGE	\$0.00
521005 - TRAVEL - OTHER	\$16.00
521006 - TRAINING/CONF. REGISTRATION	\$1,800.00
532055 - GASOLINE FUEL	\$0.00
532070 - BOOKS & PUBLICATIONS	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$650.00
542000 - PROGRAM EXPENSES	\$180.00
1002125 - FIRE - FIRE & RESCUE OPS	\$821,269.01
510000 - SALARIES AND WAGES	\$519,683.32
510006 - OVERTIME PAY	\$22,524.83
510030 - CELL PHONE REIMBURSEMENT	\$35.00
511005 - HEALTH INSURANCE	\$129,440.96
511015 - LIFE INSURANCE	\$536.24
511020 - SOCIAL SECURITY AND MEDICARE	\$7,999.03
511025 - RETIREMENT BENEFITS	\$115,933.03
511040 - UNIFORM AND OTHER ALLOWANCES	\$499.62
532005 - PROGRAM SUPPLIES	\$0.00
532080 - CLEANING/JANITORIAL SUPPLIES	\$928.70
532096 - PROTECTIVE CLOTHING	\$20,788.45
533000 - OPERATING EQUIPMENT	\$372.40
533010 - COMPUTER EQUIP UNDER \$10,000	\$19.32
533015 - COMPUTER SOFTWARE UNDR \$10,000	\$2,093.97
533035 - SMLL/MINR TOOLS UNDER \$1,000	\$414.14
550000 - MISCELLANEOUS	\$0.00
1002130 - FIRE - FLEET & FACILITIES	\$16,876.17
521101 - TELEPHONE	\$0.00
521102 - ELECTRICITY	\$0.00
521103 - WATER	\$0.00
521104 - NATURAL GAS	\$0.00
521105 - SEWER	\$0.00
521106 - STORM WATER	\$0.00
532055 - GASOLINE FUEL	\$955.20
532056 - DIESEL FUEL	\$0.00
533035 - SMLL/MINR TOOLS UNDER \$1,000	\$0.00
540000 - R&M - BUILDINGS	\$6,130.79

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
540050 - R&M - GROUNDS	\$150.00
540100 - R&M - EQUIP/MACH	\$9,640.18
1003010 - PLANNING/DEVELOPMENT-GEN ADMIN	\$90,956.68
510000 - SALARIES AND WAGES	\$58,570.26
510005 - LIMITED TERM EE SALARIES	\$420.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$16,090.17
511015 - LIFE INSURANCE	\$71.15
511020 - SOCIAL SECURITY AND MEDICARE	\$4,224.34
511025 - RETIREMENT BENEFITS	\$4,070.63
520008 - RECORDING FEE	\$0.00
520055 - RECRUITMENT FEES & SVCS	\$0.00
520110 - OTHER CONTRACTED SVCS	\$3,818.27
521005 - TRAVEL - OTHER	\$244.00
521006 - TRAINING/CONF. REGISTRATION	\$1,750.00
521101 - TELEPHONE	\$0.00
532000 - OFFICE SUPPLIES	\$771.86
532065 - PRINTING SERVICES	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$926.00
1003015 - PLANNING/BUILDING & INSPECTION	\$85,195.38
510000 - SALARIES AND WAGES	\$58,289.09
511005 - HEALTH INSURANCE	\$15,651.31
511015 - LIFE INSURANCE	\$166.35
511020 - SOCIAL SECURITY AND MEDICARE	\$4,299.56
511025 - RETIREMENT BENEFITS	\$4,051.06
521006 - TRAINING/CONF. REGISTRATION	\$95.00
521101 - TELEPHONE	\$614.77
532000 - OFFICE SUPPLIES	\$209.66
532060 - POSTAGE	\$320.94
532065 - PRINTING SERVICES	\$27.39
532070 - BOOKS & PUBLICATIONS	\$1,470.25
1003045 - PLANNING/DEVELOPMENT-ASSESSMEN	\$46,898.16
510000 - SALARIES AND WAGES	\$29,962.64
510006 - OVERTIME PAY	\$109.47
511005 - HEALTH INSURANCE	\$7,313.67
511015 - LIFE INSURANCE	\$80.23
511020 - SOCIAL SECURITY AND MEDICARE	\$2,159.85

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

511025 - RETIREMENT BENEFITS	\$2,089.99
520055 - RECRUITMENT FEES & SVCS	\$0.00
520110 - OTHER CONTRACTED SVCS	\$0.00
521005 - TRAVEL - OTHER	\$2,193.86
521006 - TRAINING/CONF. REGISTRATION	\$1,203.00
532000 - OFFICE SUPPLIES	\$0.00
532060 - POSTAGE	\$897.95
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$887.50
1003310 - ENGINEERING - GEN ADMIN	\$151,197.60
510000 - SALARIES AND WAGES	\$101,003.03
510005 - LIMITED TERM EE SALARIES	\$5,832.50
510006 - OVERTIME PAY	\$2,262.82
510030 - CELL PHONE REIMBURSEMENT	\$70.00
511005 - HEALTH INSURANCE	\$24,354.58
511015 - LIFE INSURANCE	\$192.23
511020 - SOCIAL SECURITY AND MEDICARE	\$8,090.33
511025 - RETIREMENT BENEFITS	\$7,171.19
520110 - OTHER CONTRACTED SVCS	\$0.00
521005 - TRAVEL - OTHER	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$797.23
532000 - OFFICE SUPPLIES	\$161.89
532010 - OPERATING SUPPLIES	\$1,183.29
532055 - GASOLINE FUEL	\$0.00
532060 - POSTAGE	\$47.02
532065 - PRINTING SERVICES	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
540250 - R&M - VEHICLE	\$31.49
1003410 - HIGHWAY - GEN ADMIN	\$254,353.89
510000 - SALARIES AND WAGES	\$156,581.57
510005 - LIMITED TERM EE SALARIES	\$12,310.50
510006 - OVERTIME PAY	\$1,465.55
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$59,972.33
511015 - LIFE INSURANCE	\$586.10
511020 - SOCIAL SECURITY AND MEDICARE	\$12,426.55
511025 - RETIREMENT BENEFITS	\$11,011.29

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
532000 - OFFICE SUPPLIES	\$0.00
532016 - ASPHALT	\$0.00
532060 - POSTAGE	\$0.00
1003415 - HIGHWAY - STREET MAINTENANCE	\$91,729.11
520055 - RECRUITMENT FEES & SVCS	\$7.00
520110 - OTHER CONTRACTED SVCS	\$1,373.30
521005 - TRAVEL - OTHER	(\$27.50)
521006 - TRAINING/CONF. REGISTRATION	\$50.00
521101 - TELEPHONE	\$798.78
521102 - ELECTRICITY	\$5,807.27
521104 - NATURAL GAS	\$219.97
532000 - OFFICE SUPPLIES	\$89.75
532010 - OPERATING SUPPLIES	\$10,596.80
532016 - ASPHALT	\$5,961.88
532017 - CEMENT	\$14,527.46
532020 - PAINT	\$71.67
532025 - SIGNS	\$16,830.58
532030 - SIGNALS	\$0.00
532040 - WHITEWAYS	\$0.00
532055 - GASOLINE FUEL	\$0.00
532056 - DIESEL FUEL	\$173.84
532060 - POSTAGE	\$5.40
532065 - PRINTING SERVICES	\$0.00
532085 - FIRST AID & SAFETY SUPPLIES	\$354.71
533030 - MJR TOOLS & EQ UNDER \$10,000	\$4,400.00
533035 - SMLL/MINR TOOLS UNDER \$1,000	\$272.45
540000 - R&M - BUILDINGS	\$2,370.68
540100 - R&M - EQUIP/MACH	\$7,863.01
540150 - R&M - COMMUNICATION	\$268.99
540250 - R&M - VEHICLE	\$4,162.50
550000 - MISCELLANEOUS	\$10.00
550250 - AP PMT BY CREDIT CARD FEE	\$30.57
555888 - WORKORDER PENDING CHARGEOUT	\$15,510.00
580300 - EQUIPMENT AND MACHINERY	\$0.00
1003420 - HIGHWAY - REFUSE & RECYCLING	\$212,010.78
510000 - SALARIES AND WAGES	\$14,352.21
510005 - LIMITED TERM EE SALARIES	\$1,909.50

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

510006 - OVERTIME PAY	\$0.00
511005 - HEALTH INSURANCE	\$2,925.50
511015 - LIFE INSURANCE	\$24.65
511020 - SOCIAL SECURITY AND MEDICARE	\$1,152.08
511025 - RETIREMENT BENEFITS	\$1,005.35
520110 - OTHER CONTRACTED SVCS	\$0.00
521120 - RECYCLING SERVICES	\$48,829.73
521121 - YARD WASTE	\$1,347.31
521130 - GARBAGE SERVICES	\$133,965.41
532000 - OFFICE SUPPLIES	\$39.10
532010 - OPERATING SUPPLIES	\$0.00
532055 - GASOLINE FUEL	\$0.00
532060 - POSTAGE	\$79.57
533010 - COMPUTER EQUIP UNDER \$10,000	\$0.00
533055 - OTHER EQUIPMENT UNDER \$10,000	\$6,380.37
540100 - R&M - EQUIP/MACH	\$0.00
550250 - AP PMT BY CREDIT CARD FEE	\$0.00
1003430 - HIGHWAY - SERVICE CHRGS/PARTS	\$42,581.36
555888 - WORKORDER PENDING CHARGEOUT	\$42,581.36
1004010 - LIBRARY - GEN ADMIN	\$344,081.58
510000 - SALARIES AND WAGES	\$232,491.72
510001 - SEVERANCE PAY	\$896.31
510030 - CELL PHONE REIMBURSEMENT	\$180.00
511005 - HEALTH INSURANCE	\$58,509.75
511015 - LIFE INSURANCE	\$296.86
511020 - SOCIAL SECURITY AND MEDICARE	\$17,188.72
511025 - RETIREMENT BENEFITS	\$15,186.61
511050 - OTHER BENEFITS	\$0.00
511075 - CAR ALLOWANCE	\$0.00
520065 - SOFTWARE VENDOR SVCS	\$0.00
520110 - OTHER CONTRACTED SVCS	\$707.40
521001 - TRAVEL - LODGING	\$0.00
521005 - TRAVEL - OTHER	\$371.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$529.14
521102 - ELECTRICITY	\$9,628.65
521104 - NATURAL GAS	\$818.83

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
532000 - OFFICE SUPPLIES	\$658.09
532005 - PROGRAM SUPPLIES	\$0.00
532055 - GASOLINE FUEL	\$0.00
532060 - POSTAGE	\$11.80
532070 - BOOKS & PUBLICATIONS	\$98.90
533010 - COMPUTER EQUIP UNDER \$10,000	\$449.72
533015 - COMPUTER SOFTWARE UNDR \$10,000	\$0.00
540000 - R&M - BUILDINGS	\$6,049.07
540050 - R&M - GROUNDS	\$0.00
550250 - AP PMT BY CREDIT CARD FEE	\$9.01
580601 - COMPUTER SOFTWARE \$10,000+	\$0.00
1004015 - LIBRARY - CIRCULATION	\$13,747.27
510000 - SALARIES AND WAGES	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
532070 - BOOKS & PUBLICATIONS	\$13,747.27
1004020 - LIBRARY - ARCHIVES	\$0.00
510000 - SALARIES AND WAGES	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
1004025 - LIBRARY - PROGRAMS	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00
532005 - PROGRAM SUPPLIES	\$0.00
1004110 - LAX CENTER - GEN ADMIN	\$0.00
510000 - SALARIES AND WAGES	\$0.00
510005 - LIMITED TERM EE SALARIES	\$0.00
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$0.00
511005 - HEALTH INSURANCE	\$0.00
511010 - WORKERS COMPENSATION DEPT CHGS	\$0.00
511015 - LIFE INSURANCE	\$0.00
511020 - SOCIAL SECURITY AND MEDICARE	\$0.00
511025 - RETIREMENT BENEFITS	\$0.00

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
520010 - AUDIT & ACCOUNTING FEES	\$0.00
520020 - MERCHANT CARD PROCESSOR FEES	\$0.00
520055 - RECRUITMENT FEES & SVCS	\$0.00
520060 - MARKETING	\$0.00
520101 - CONTRACT SVCS - SECURITY	\$0.00
520110 - OTHER CONTRACTED SVCS	\$0.00
520120 - EVENT SERVICES	\$0.00
521002 - TRAVEL - TRNSPTN	\$0.00
521005 - TRAVEL - OTHER	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$0.00
521102 - ELECTRICITY	\$0.00
521104 - NATURAL GAS	\$0.00
521130 - GARBAGE SERVICES	\$0.00
530250 - LIABILITY INS	\$0.00
532000 - OFFICE SUPPLIES	\$0.00
532010 - OPERATING SUPPLIES	\$0.00
532055 - GASOLINE FUEL	\$0.00
532060 - POSTAGE	\$0.00
532065 - PRINTING SERVICES	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
540250 - R&M - VEHICLE	\$0.00
540500 - R&M - OTHER	\$0.00
550000 - MISCELLANEOUS	\$0.00
550250 - AP PMT BY CREDIT CARD FEE	\$0.00
1004125 - LAX CENTER - FACILITY OPS	\$0.00
532080 - CLEANING/JANITORIAL SUPPLIES	\$0.00
532095 - CLOTHING/UNIFORM	\$0.00
540000 - R&M - BUILDINGS	\$0.00
540100 - R&M - EQUIP/MACH	\$0.00
1004210 - PARKS/REC - GEN ADMIN	\$45,951.24
510000 - SALARIES AND WAGES	\$24,002.10
510005 - LIMITED TERM EE SALARIES	\$2,660.00
510030 - CELL PHONE REIMBURSEMENT	\$34.50
511005 - HEALTH INSURANCE	\$3,949.33
511015 - LIFE INSURANCE	\$106.79
511020 - SOCIAL SECURITY AND MEDICARE	\$1,940.02

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
511025 - RETIREMENT BENEFITS	\$1,769.63
520015 - BANK FEES	\$0.00
520060 - MARKETING	\$10,835.61
520110 - OTHER CONTRACTED SVCS	\$0.00
521006 - TRAINING/CONF. REGISTRATION	\$210.00
521101 - TELEPHONE	\$36.01
532000 - OFFICE SUPPLIES	\$254.77
532010 - OPERATING SUPPLIES	\$50.00
532060 - POSTAGE	\$75.58
532065 - PRINTING SERVICES	\$26.90
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
532095 - CLOTHING/UNIFORM	\$0.00
540250 - R&M - VEHICLE	\$0.00
1004215 - PARKS/REC - PARKS	\$151,715.83
510000 - SALARIES AND WAGES	\$38,244.61
510001 - SEVERANCE PAY	\$0.00
510005 - LIMITED TERM EE SALARIES	\$28,393.25
510006 - OVERTIME PAY	\$1,734.05
510030 - CELL PHONE REIMBURSEMENT	\$169.50
511005 - HEALTH INSURANCE	\$11,263.17
511015 - LIFE INSURANCE	\$50.83
511020 - SOCIAL SECURITY AND MEDICARE	\$5,129.73
511025 - RETIREMENT BENEFITS	\$3,347.27
520080 - CONTRACT SVCS - MOWING SVCS	\$11,978.00
520105 - CONTRACT SVCS - LANDSCAPING	\$4,070.38
520110 - OTHER CONTRACTED SVCS	\$3,125.85
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521101 - TELEPHONE	\$669.32
521102 - ELECTRICITY	\$9,520.80
521103 - WATER	\$3,077.49
521104 - NATURAL GAS	\$116.52
521105 - SEWER	\$1,511.65
521106 - STORM WATER	\$1,798.69
521130 - GARBAGE SERVICES	\$1,223.25
532010 - OPERATING SUPPLIES	\$1,329.24
532055 - GASOLINE FUEL	\$0.00
532056 - DIESEL FUEL	\$0.00

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

532099 - GENERAL SUPPLIES	\$755.74
540050 - R&M - GROUNDS	\$13,163.29
540100 - R&M - EQUIP/MACH	\$2,061.03
540250 - R&M - VEHICLE	\$1,579.67
540450 - R&M - TRAILS	\$7,402.50
1004220 - PARKS/REC - RECREATION	\$118,318.98
510000 - SALARIES AND WAGES	\$25,910.08
510005 - LIMITED TERM EE SALARIES	\$66,214.14
510006 - OVERTIME PAY	\$0.00
510030 - CELL PHONE REIMBURSEMENT	\$56.00
511005 - HEALTH INSURANCE	\$9,654.08
511015 - LIFE INSURANCE	\$8.96
511020 - SOCIAL SECURITY AND MEDICARE	\$7,020.67
511025 - RETIREMENT BENEFITS	\$1,923.70
520055 - RECRUITMENT FEES & SVCS	\$622.73
520110 - OTHER CONTRACTED SVCS	\$0.00
532005 - PROGRAM SUPPLIES	\$6,908.62
1004225 - PARKS/REC - FACILITIES	\$57,005.76
510000 - SALARIES AND WAGES	\$15,970.55
510005 - LIMITED TERM EE SALARIES	\$6,300.00
510006 - OVERTIME PAY	\$661.50
510030 - CELL PHONE REIMBURSEMENT	\$70.00
511005 - HEALTH INSURANCE	\$5,851.00
511015 - LIFE INSURANCE	\$49.53
511020 - SOCIAL SECURITY AND MEDICARE	\$1,692.41
511025 - RETIREMENT BENEFITS	\$1,266.01
520080 - CONTRACT SVCS - MOWING SVCS	\$588.00
520100 - CONTRACT SVCS - CLEANING	\$900.00
520110 - OTHER CONTRACTED SVCS	\$767.50
521101 - TELEPHONE	\$635.45
521102 - ELECTRICITY	\$11,653.56
521103 - WATER	\$370.65
521104 - NATURAL GAS	\$1,290.90
521105 - SEWER	\$520.55
521106 - STORM WATER	\$1,104.43
521130 - GARBAGE SERVICES	\$0.00
532010 - OPERATING SUPPLIES	\$1,648.42

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8

532055 - GASOLINE FUEL	\$0.00
532099 - GENERAL SUPPLIES	\$49.75
540000 - R&M - BUILDINGS	\$5,612.70
550250 - AP PMT BY CREDIT CARD FEE	\$2.85
1004230 - PARKS/REC - FORESTRY	\$32,593.60
510000 - SALARIES AND WAGES	\$14,875.95
510005 - LIMITED TERM EE SALARIES	\$4,819.50
510006 - OVERTIME PAY	\$53.39
510030 - CELL PHONE REIMBURSEMENT	\$55.00
511005 - HEALTH INSURANCE	\$4,388.17
511015 - LIFE INSURANCE	\$10.51
511020 - SOCIAL SECURITY AND MEDICARE	\$1,446.30
511025 - RETIREMENT BENEFITS	\$1,037.58
520090 - TREE REMOVAL SVCS	\$5,900.00
520105 - CONTRACT SVCS - LANDSCAPING	\$0.00
532010 - OPERATING SUPPLIES	\$0.00
540100 - R&M - EQUIP/MACH	\$7.20
1004235 - PARKS/REC - AQUATICS	\$94,432.25
510005 - LIMITED TERM EE SALARIES	\$70,841.89
511020 - SOCIAL SECURITY AND MEDICARE	\$5,419.58
511025 - RETIREMENT BENEFITS	\$62.89
520055 - RECRUITMENT FEES & SVCS	\$0.00
520110 - OTHER CONTRACTED SVCS	\$156.25
521101 - TELEPHONE	\$225.08
521102 - ELECTRICITY	\$6,912.22
521103 - WATER	\$654.78
521104 - NATURAL GAS	\$2,817.93
521105 - SEWER	\$1,630.43
521106 - STORM WATER	\$191.01
532010 - OPERATING SUPPLIES	\$3,754.73
532099 - GENERAL SUPPLIES	\$459.01
540050 - R&M - GROUNDS	\$1,306.45
1009910 - NON-DEPT - GEN ADMIN	\$353,035.79
511005 - HEALTH INSURANCE	\$201,950.08
511010 - WORKERS COMPENSATION DEPT CHGS	\$12,500.00
511070 - TUITION REIMBURSEMENT	\$0.00
520010 - AUDIT & ACCOUNTING FEES	\$0.00

Income Statement

General Fund Income Statement

For the Month of August 2025



Period: 8 to 8	
520015 - BANK FEES	\$4,636.11
520025 - OUTSIDE LEGAL SVCS	\$7,400.70
520050 - CONSULTING SERVICES	\$29,000.00
520055 - RECRUITMENT FEES & SVCS	\$151.00
520110 - OTHER CONTRACTED SVCS	\$2,403.06
521006 - TRAINING/CONF. REGISTRATION	\$0.00
521102 - ELECTRICITY	\$43,988.80
521106 - STORM WATER	\$200.63
530200 - PROPERTY INS	\$7,499.00
530250 - LIABILITY INS	\$33,333.33
531100 - EMPLOYEE HEALTH & SAFETY	\$570.00
531500 - ALCOHOL & DRUG TEST PROGRAM	\$0.00
531600 - EE HEALTH CARE CONTAINMENT	\$1,025.18
532060 - POSTAGE	\$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	\$0.00
532099 - GENERAL SUPPLIES	\$4,395.90
550000 - MISCELLANEOUS	\$3,978.00
550250 - AP PMT BY CREDIT CARD FEE	\$4.00
550400 - COURT RELATED EXPENSES	\$0.00
562400 - LOSS ON INVESTMENT	\$0.00
599900 - PRIOR YEAR EXPENSES	\$0.00
Net Income:	(\$3,435,032.02)

City of La Crosse
General Fund Year-To-Date Revenue Report
For the Period Ending August 31, 2025

DEPARTMENT	REVISED BUDGET	YTD REVENUE	AVAILABLE BUDGET	% USED
04 CLERK	\$ 522,546.00	\$ 422,706.01	\$ 99,839.99	80.89%
20 POLICE	\$ 241,161.00	\$ 294,746.99	\$ (53,585.99)	122.22%
21 FIRE/FPBS	\$ 533,853.88	\$ 415,966.88	\$ 117,887.00	77.92%
30 PLANNING/ASSESSOR	\$ 687,661.12	\$ 474,606.98	\$ 213,054.14	69.02%
33 ENGINEERING	\$ 420,812.00	\$ 191,657.72	\$ 229,154.28	45.54%
34 HIGHWAY/REFUSE	\$ 281,000.00	\$ 634,692.06	\$ (353,692.06)	225.87%
40 LIBRARY	\$ 216,336.00	\$ 193,014.24	\$ 23,321.76	89.22%
42 PARKS/RECREATION/GROUNDS/BL	\$ 536,000.00	\$ 554,668.21	\$ (18,668.21)	103.48%
99 NON-DEPARTMENTAL	\$ 68,963,480.00	\$ 56,391,568.22	\$ 12,571,911.78	81.77%
Grand Total	\$ 72,402,850.00	\$ 59,573,627.31	\$ 12,829,222.69	82.28%

City of La Crosse
General Fund Year-To-Date Expenditure Report
For the Period Ending August 31, 2025

DEPARTMENT	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
02 FINANCE	\$ 1,653,151.00	\$ 998,439.51	\$ 654,711.49	60.40%
03 LEGAL	\$ 837,166.00	\$ 522,964.32	\$ 314,201.68	62.47%
04 CLERK	\$ 601,778.00	\$ 381,791.76	\$ 219,986.24	63.44%
05 COUNCIL	\$ 177,745.00	\$ 100,970.76	\$ 76,774.24	56.81%
06 MAYOR	\$ 332,477.00	\$ 213,458.58	\$ 119,018.42	64.20%
07 MUNICIPAL COURT	\$ 254,905.00	\$ 160,666.02	\$ 94,238.98	63.03%
08 INFORMATION SERVICES	\$ 2,649,743.00	\$ 1,893,491.22	\$ 756,251.78	71.46%
09 HUMAN RESOURCES	\$ 636,862.00	\$ 361,081.90	\$ 275,780.10	56.70%
20 POLICE	\$ 13,931,995.00	\$ 8,716,105.98	\$ 5,215,889.02	62.56%
21 FIRE/FPBS	\$ 13,587,676.05	\$ 8,577,942.14	\$ 5,009,733.91	63.13%
30 PLANNING/ASSESSOR	\$ 2,081,413.95	\$ 1,199,514.14	\$ 881,899.81	57.63%
33 ENGINEERING	\$ 1,927,021.00	\$ 1,215,605.72	\$ 711,415.28	63.08%
34 HIGHWAY/REFUSE	\$ 8,377,481.00	\$ 4,867,556.12	\$ 3,509,924.88	58.10%
40 LIBRARY	\$ 5,201,095.00	\$ 3,235,063.15	\$ 1,966,031.85	62.20%
42 PARKS/RECREATION/GROUNDS/BL	\$ 5,041,152.00	\$ 3,248,548.72	\$ 1,792,603.28	64.44%
99 NON-DEPARTMENTAL	\$ 15,428,076.00	\$ 12,359,601.66	\$ 3,068,474.34	80.11%
Grand Total	\$ 72,719,737.00	\$ 48,052,801.70	\$ 24,666,935.30	66.08%



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1234

Agenda Date: 10/9/2025

Version: 1

Status: Common Council
Matters

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving 2025 Bills and Engineering Estimates paid in October 2025.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the monthly bills by departments, the details of which are set forth in the attachment hereto, be and the same are hereby approved and ordered paid.

BE IT FURTHER RESOLVED that orders be drawn for contract estimates in favor of the named person, firm or corporation in the amount stated after their name, the details of which are set forth in the attachment hereto, the same being payment for the estimates and purposes set forth herein.

OCTOBER 2025 MONTHLY BILL DETAIL

AIRFIELD OPERATIONS	16,240.47	MCPL COURT TRUST	16,767.07
AIRPORT	3,293.76	MISCELLANEOUS AGENCY	1,881.56
ANIMAL LICENSE	9,535.00	MUNI COURT - GEN ADMIN	175.24
CAPITAL - TID #17	4,317.25	NON-DEPT - GEN ADMIN	152,925.12
CAPITAL GRANT	150,964.37	NON-DEPT GRANTS	917,957.29
CAPITAL PROGRAM	1,755,786.54	PARKING OPERATIONS	3,871.01
CAR WASH	7,701.70	PARKING UTILITY	714,574.61
CLERK - ELECTIONS	29.28	PARKS - 2023 BOND FUNDS	4,967.50
CLERK - GEN ADMIN	2,609.47	PARKS - 2024 NOTE FUNDS	11,120.06
CONTINGENCY	11,040.00	PARKS/REC - AQUATICS	12,360.74
CUSTOMER ACCOUNTS	4,631.36	PARKS/REC - FACILITIES	33,703.28
DEBT SERVICE NON DEPART	839,722.77	PARKS/REC - FORESTRY	3,400.00
ENGINEERING - GEN ADMIN	6,551.25	PARKS/REC - GEN ADMIN	6,207.73
FACILITY OPERATIONS	241,372.22	PARKS/REC - PARKS	87,851.13
FINANCE - GEN ADMIN	2,964.65	PARKS/REC - RECREATION	14,551.45
FINANCE - TREASURY/CUST SVC	475.33	PARKS/REC BOAT HOUSE	6,817.95
FIRE - FIRE & RESCUE OPS	24,316.79	PARKS/REC BOAT LANDING IMPRV	28,530.09
FIRE - 2025 NOTE FUNDS	78,939.38	PARKS/REC COPELAND PARK IMPRV	3,997.50
FIRE - FLEET & FACILITIES	7,958.41	PARKS/REC GOLF COURSE	4.03
FIRE - GEN ADMIN	15,831.83	PARKS/REC GREEN ISLAND IMPRVM	5,757.40
FIRE - TRAINING & PROF STNDS	2,266.42	PARKS/REC MYRICK PARK IMPRVMNT	2,520.00
FIRE EMS ASSISTANCE FAP	10,464.02	PARKS/REC PETTIBONE PARK IMPRV	11,641.50
FIRE HAZMAT TEAM	1,042.65	PARKS/REC RIVERSIDE PARK IMPRV	12,470.00
FIRE SMOKEHOUSE	841.21	PARKS/REC SPECIAL OLYMPICS	1,230.51
FIRE TRAINING	500.00	PARKS/REC SPECIAL RECREATION	548.79
FUEL MANAGEMENT	106,108.35	PARKS/REC STATE GRANTS	3,600.00
GEN ADMIN - AIRPORT	14,834.02	PARKS/REC TREE MEMORIALS	740.00
GEN ADMIN - FINANCE	1,523,917.56	PARKS/REC YOUTH ENRCHMNT ASSOC	3,624.17
GEN ADMIN - FIRE/CRM	679.48	PAYROLL LIABILITIES	1,616,532.72
GEN ADMIN - HIGHWAY	14,035.00	PLANNING/BUILDING & INSPECTION	2,793.35
GEN ADMIN - NON DEPT	9,920.60	PLANNING/DEVELOPMENT-ASSESSMEN	5,373.67
GEN ADMIN - PARKING	214,325.01	PLANNING/DEVELOPMENT-GEN ADMIN	14,228.52
GEN ADMIN - STORM	19,103.50	POLICE - 2024 NOTE FUNDS	-370.30
GEN ADMIN - TIF	1,026,082.15	POLICE - GEN ADMIN	28,677.97
GEN ADMIN - TRANSIT	166,325.30	POLICE BOAT PATROL PROGRAM	114.31
GEN ADMIN - WASTE WATER	48,369.26	POLICE COMMUNITY SERVICES PROG	-0.99
GEN ADMIN - WATER	79,607.62	POLICE DRUG INVESTIGATION	375.03
GEN ADMIN TID#18	30,541.13	POLICE EQUITABLE SHARING AGREE	10,590.75
GENERAL FUND	59,211.71	POLICE GRANT	6,178.43
HIGHWAY - GEN ADMIN	224.95	POLICE K-9 UNIT	3,006.81
HIGHWAY - REFUSE & RECYCLING	197,362.29	POLICE REVOLVING RESTITUTION	175.00
HIGHWAY - SERVICE CHRGS/PARTS	20,860.94	POLICE TRAINING	21,926.79
HIGHWAY - STREET MAINTENANCE	344,134.83	PUMPING	34,732.91
HUD GRANTS - ADMIN	27.04	REAL ESTATE & PERSONAL PROP TX	4,201.82
HUD GRANTS - CDBG	89.98	SEWER COLLECTION	163,673.04
HUD GRANTS - HOME	79,841.91	SOLIDS DISPOSAL	71,772.91
HUD GRANTS - RPLC HSING	14.00	SP ASSIGNED BUDGET CARRYOVER	9,621.45
HUMAN RESOURCES - GEN ADMIN	15,092.57	SPECIAL ASSESSMENTS - ADMIN	240.00
INTEREST CHARGES	237.28	SPECIAL ASSIGNED	1,094.10
IT - 2024 NOTE FUNDS	3,285.36	STOCK ROOM	12,345.29
IT - GEN ADMIN	61,106.61	STORM COLLECTION	48,270.34
LA CROSSE CENTER - ADMIN	153,987.05	STREET SWEEPING	7,328.70
LA CROSSE CENTER - FOOD & BEV	28,170.69	STREETS - 2023 BOND FUNDS	2,492.43
LA CROSSE CENTER - PRODUCTION	104,736.86	STREETS - 2024 NOTE FUNDS	234,799.59
LA CROSSE CENTER FACILITY OPS.	26,467.06	STREETS - 2025 NOTE FUNDS	261,948.52
LABORATORY	15,475.25	TERMINAL OPERATIONS	12,846.51
LACROSSE CENTER	2,810.00	TRANSFERS	125.90
LAX CENTER - 2025 NOTE FUNDS	66,561.97	TRANSIT FUND	1,666.67
LEGAL - GEN ADMIN	2,105.05	TRANSMISSION & DISTRIBUTION	101,268.47
LIBRARY - CIRCULATION	18,430.16	WASTE WATER UTILITY	2,092.88
LIBRARY - GEN ADMIN	20,494.32	WATER TREATMENT	11,576.71
LIFT STATIONS	12,889.12	WATER UTILITY	36,991.76
MAYOR - GEN ADMIN	347.98	WWU - 2024 BOND FUNDS	1,045,296.23
		Grand Total	<u><u>\$13,524,994.11</u></u>

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
AIRFIELD OPERATIONS	
ADI HOLDING COMPANY LLC	55.22
BAN-KOE SYSTEMS INC	1,593.03
ENTERPRISE FM TRUST	1,062.27
FPS OF ONALASKA INC	1,028.21
KWIK TRIP INC	165.58
NORTHERN STATES POWER CO WI	3,188.10
VERNON ELECTRIC COOPERATIVE IN	8.50
	7,100.91
AIRPORT	
ENTERPRISE FM TRUST	3,293.76
	3,293.76
ANIMAL LICENSE	
COULEE REGION ANIMAL CONTROL D	9,535.00
	9,535.00
CAPITAL - TID #17	
GARY W ANDERSON & ASSOCIATES I	4,317.25
	4,317.25
CAPITAL GRANT	
CCB TECHNOLOGY INC	106,885.00
ENGBERG ANDERSON INC	13,346.68
FORWARD SPACE LLC	6,163.50
MARKET & JOHNSON INC	21,797.94
MSA PROFESSIONAL SERVICES INC	2,771.25
	150,964.37
CAPITAL PROGRAM	
POINT OF BEGINNING INC	5,163.10
	5,163.10
CAPITAL PROGRAM	
GERKE EXCAVATING INC	6,666.82
MEAD AND HUNT INC	7,209.96
WSP USA INC	4,560.91
	18,437.69
CAPITAL PROGRAM	
LEDEGAR ROOFING COMPANY INC	33,425.00
	33,425.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
CAPITAL PROGRAM	
CDS NATIONAL HOLDINGS INC	1,032,271.52
DONOHUE & ASSOCIATES INC	22,352.39
FOWLER & HAMMER INC	94,898.82
I&S GROUP INC	12,237.50
MEAD AND HUNT INC	10,087.43
SHORT ELLIOTT HENDRICKSON INC	17,514.56
	1,189,362.22
CAPITAL PROGRAM	
A-1 EXCAVATING LLC	142,999.35
CENTRAL CONSERVATION INC	202.50
ENTERPRISE FM TRUST	.11
FIRST SUPPLY LLC #3010	60,410.52
GERKE EXCAVATING INC	4,412.70
MEAD AND HUNT INC	10,087.42
SHORT ELLIOTT HENDRICKSON INC	3,558.05
	221,670.65
CAPITAL PROGRAM	
BADGER ENVIRONMENTAL & EARTHWO	4,598.09
GERKE EXCAVATING INC	278,763.26
MEAD AND HUNT INC	1,857.18
	285,218.53
CAR WASH	
ASCENTEK CORP	4,156.84
NORTHERN STATES POWER CO WI	1,101.98
	5,258.82
CLERK - GEN ADMIN	
LOFFLER COMPANIES INC	124.43
MINNESOTA LIFE INSURANCE COMPA	22.04
RANDY L BREHMER AND CYNTHIA J	30.00
WI DEPT OF FINANCIAL INSTITUTI	20.00
	196.47
CONTINGENCY	
MARION BYERSON	11,040.00
	11,040.00
CUSTOMER ACCOUNTS	
BADGER METER INC	825.05
DAIRYLAND POWER COOPERATIVE	3,546.77
THE PERFECT ANSWER INC	200.71

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
	4,572.53
DEBT SERVICE NON DEPART	
BANC OF AMERICA PUBLIC CAPITAL	28,261.15
CHAPMAN AND CUTLER LLP	16,500.00
ENTERPRISE FM TRUST	59,029.12
KEVIN TOUHEY	750.00
US BANK NATL ASSOC	733,182.50
WELLS FARGO BANK	2,000.00
	839,722.77
ENGINEERING - GEN ADMIN	
JAMAR TECHNOLOGIES INC	4,875.00
LOFFLER COMPANIES INC	60.49
MICHAEL J MERCIER	100.00
MINNESOTA LIFE INSURANCE COMPA	62.09
	5,097.58
FACILITY OPERATIONS	
C&C MACHINE INC	2,491.56
CONSOLIDATED ELECTRICAL DISTRI	63.00
CP ENVIRONMENTAL FILTERS INC	591.98
DONALD E NUMSEN	7,575.00
FIRST SUPPLY LLC #3010	460.08
HAWKINS INC	71,611.43
IDEAL CRANE RENTAL INC	1,750.00
IN-SITU INC	6,530.00
INDUSTRIAL AUTOMATION AND ENGI	362.50
JFTCO INC	175.00
JIKRAK LLC	656.50
L & C INSULATION INC	170.70
LA CROSSE GLASS COMPANY INC	488.20
LAI LLC	1,230.75
MISSISSIPPI WELDERS SUPPLY CO	1,569.40
NORTHERN STATES POWER CO WI	69,793.38
SAFE-FAST INC	1,250.85
SOLENIS LLC	32,912.80
VEOLIA WATER TECHNOLOGIES INC	35,880.00
VIKING ELECTRIC SUPPLY LLC	2,608.90
ZORN COMPRESSOR & EQUIPMENT IN	818.09
	238,990.12
FINANCE - GEN ADMIN	
CANON FINANCIAL SERVICES INC	568.44
CHADWICK HAWKINS	298.20
DARIN STREECK	55.30
LA CROSSE COUNTY TREASURER	504.22
LOFFLER COMPANIES INC	343.74
MINNESOTA LIFE INSURANCE COMPA	57.06

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
PITNEY BOWES INC	697.16
TREASURER REFUNDS	31.76
	2,555.88
FINANCE - TREASURY/CUST SVC	
PETDATA INC	475.20
	475.20
FIRE - FIRE & RESCUE OPS	
CORPORATE EMBROIDERY	1,325.00
JEFFERSON FIRE & SAFETY INC	369.19
JOSEPH MASON JR	140.95
MACQUEEN EQUIPMENT LLC	19,229.95
ZOLL MEDICAL CORP	1,360.00
	22,425.09
FIRE - 2025 NOTE FUNDS	
ENTERPRISE FM TRUST	33,818.64
HSR ASSOCIATES INC	33,750.00
	67,568.64
FIRE - FLEET & FACILITIES	
BENEDICT REFRIGERATION SERVICE	381.12
BERNIE J BUCHNER INC	2,641.86
C&C MACHINE INC	90.00
DENNIS PRIEBE PLUMBING INC	231.00
GREGORY THOMAS FITZSIMMONS	150.00
KWIK TRIP INC	966.76
MACQUEEN EQUIPMENT LLC	665.49
	5,126.23
FIRE - GEN ADMIN	
ADI HOLDING COMPANY LLC	393.42
AMBER SEVERSON	45.64
KRONOS INCORPORATED	2,609.03
LOFFLER COMPANIES INC	80.83
MINNESOTA LIFE INSURANCE COMPA	309.72
MISSIONSQUARE RETIREMENT	3,340.04
NORTHERN STATES POWER CO WI	6,948.20
SAFE-FAST INC	262.50
VERNON ELECTRIC COOPERATIVE IN	60.58
	14,049.96
FIRE - TRAINING & PROF STNDS	
HILLTOPPER REFUSE & RECYCLING	345.95

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
	345.95
FIRE EMS ASSISTANCE FAP	
BOUND TREE MEDICAL	8,066.88
HENRY SCHEIN INC	954.00
	9,020.88
FIRE SMOKEHOUSE	
JAMES O WARD	841.21
	841.21
FIRE TRAINING	
JAMES O WARD	500.00
	500.00
FUEL MANAGEMENT	
HARTLAND FUEL PRODUCTS LLC	106,108.35
	106,108.35
GEN ADMIN - AIRPORT	
ALLEN MEDIA BROADCASTING EVANS	1,535.00
CRAWFORD MURPHY & TILLY INC	5,015.00
LOFFLER COMPANIES INC	40.69
MINNESOTA LIFE INSURANCE COMPA	250.98
QUEENB TELEVISION LLC	2,000.00
THE OS GROUP LLC	216.00
	9,057.67
GEN ADMIN - FINANCE	
BLUE CROSS BLUE SHIELD OF WI	1,160,185.04
DELTA DENTAL OF WI INC	31,307.43
MINNESOTA LIFE INSURANCE COMPA	3.31
NEIGHBORHOOD FAMILY CLINICS IN	16,319.00
PROFESSIONAL BENEFIT ADMINISTR	311,515.23
USI INSURANCE SERVICES LLC	4,583.33
	1,523,913.34
GEN ADMIN - HIGHWAY	
BROOKS TRACTOR INC	5,740.00
FRENCHVILLE TRAILER SALES LLC	8,295.00
	14,035.00
GEN ADMIN - NON DEPT	
WISCONSIN MUNICIPAL MUTUAL	9,768.83

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
	9,768.83
GEN ADMIN - NON DEPT	
MID-WEST ELECTRO-TECH CORP	150.00
	150.00
GEN ADMIN - PARKING	
ADI HOLDING COMPANY LLC	32.21
BOB'S LOCK & SAFE INC	1,465.40
CRAIG ALAN OLESON	287.91
ENTERPRISE FM TRUST	1,529.51
HILLTOPPER REFUSE & RECYCLING	135.23
J F AHERN COMPANY	155.40
KONE INC	1,538.30
LOFFLER COMPANIES INC	5.79
MINNESOTA LIFE INSURANCE COMPA	48.82
NORTHERN STATES POWER CO WI	7,316.05
PARKING UTILITY REFUND VENDOR	530.45
PARKMOBILE LLC	2,605.37
T2 SYSTEMS CANADA INC	2,351.00
T2 SYSTEMS INC	124.00
VERNON ELECTRIC COOPERATIVE IN	4.96
WELLS FARGO BANK	185,415.64
	203,546.04
GEN ADMIN - STORM	
ADI HOLDING COMPANY LLC	23.01
BERRY DUNN MCNEIL & PARKER LLC	8,835.67
BOARDMAN & CLARK LLP	450.00
C&C MACHINE INC	786.96
CONTINENTAL BATTERY COMPANY	1,001.95
DAHL AUTOMOTIVE ONALASKA INC	1,798.23
JWR INC	3,439.75
NORTHERN STATES POWER CO WI	3.56
RUEKERT & MIELKE INC	2,705.83
VERNON ELECTRIC COOPERATIVE IN	3.54
	19,048.50
GEN ADMIN - TIF	
MCCABE CONSTRUCTION INC	45,320.43
	45,320.43
GEN ADMIN - TIF	
GERKE EXCAVATING INC	824.07
J P MORGAN CHASE BANK NA	17,892.00
	18,716.07

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
GEN ADMIN - TIF	
GUNDERSEN LUTHERAN MEDICAL CEN	899,828.90
	899,828.90
GEN ADMIN - TIF	
DONALD W ELLIS	3,800.00
FOWLER & HAMMER INC	57,833.05
NORTHERN STATES POWER CO WI	29.60
	61,662.65
GEN ADMIN - TRANSIT	
ABBY VANS INC	53,005.67
ADI HOLDING COMPANY LLC	110.43
BAYCOM INC	4,883.00
BRIGHTSPEED HOLDING LLC	147.34
CANOPY SERVICES LLC	12,875.80
COLUMBIA EQUIPMENT INC	17,580.00
CORPORATE EMBROIDERY	2,746.00
ENTERPRISE FM TRUST	597.93
HENRICKSEN & COMPANY INC	3,473.36
J & K OF LA CROSSE, INC	890.00
KWIK TRIP INC	29.54
MINNESOTA LIFE INSURANCE COMPA	316.36
NORTHERN STATES POWER CO WI	1,881.10
POMP'S TIRE SERVICE INC	1,211.72
SAFE-FAST INC	424.73
SPX TECHNOLOGIES INC	833.33
STEVEN LEITNER	345.00
TALON PROTECTION AGENCY INC	6,105.35
THE BLU GROUP - ADVERTISING &	340.00
TOM HEGGE	243.08
TREASURER REFUNDS	22.00
VERNON ELECTRIC COOPERATIVE IN	17.01
ZENOBE AMERICAS EV ASSET CO LL	5,833.34
	113,912.09
GEN ADMIN - TRANSIT	
GMV SYNCROMATICS CORP	16,325.00
	16,325.00
GEN ADMIN - WASTE WATER	
A-1 ADVANCED PUMPING SERVICE I	2,000.00
ADI HOLDING COMPANY LLC	69.02
AQUATIC INFORMATICS INC	2,301.20
BAN-KOE SYSTEMS INC	69.25
BERRY DUNN MCNEIL & PARKER LLC	8,835.67
BOARDMAN & CLARK LLP	117.00
BRIGHTSPEED HOLDING LLC	122.87

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
CONSOLIDATED ELECTRICAL DISTRI	28.37
DAHL AUTOMOTIVE ONALASKA INC	929.81
DEPT OF NATURAL RESOURCES	75.00
ENTERPRISE FM TRUST	468.77
HAWKINS INC	2,557.82
LA CROSSE COUNTY SOLID WASTE D	233.00
LOFFLER COMPANIES INC	5.53
MATAM INC	266.00
MICHAEL MCAULIFFE	130.00
MICHAEL'S TRUCK EQUIPMENT INC	978.90
MINNESOTA LIFE INSURANCE COMPA	174.29
MISSION COMMUNICATIONS LLC	261.00
MISSISSIPPI WELDERS SUPPLY CO	453.84
NORTHERN STATES POWER CO WI	10.69
RUEKERT & MIELKE INC	2,705.83
STRAND ASSOCIATES INC	502.87
SUMMIT FIRE PROTECTION CO	57.60
VERNON ELECTRIC COOPERATIVE IN	10.63
VERTICAL BRIDGE ENGINEERING LL	4,455.78
WI RURAL WATER ASSOCIATION	330.00
WISCONSIN WASTEWATER OPERATORS	5,395.00
	33,545.74
GEN ADMIN - WASTE WATER	
SHORT ELLIOTT HENDRICKSON INC	4,500.00
	4,500.00
GEN ADMIN - WATER	
ADI HOLDING COMPANY LLC	80.52
AIRGAS INC	63.76
BEC ENTERPRISES LLC	590.88
BERRY DUNN MCNEIL & PARKER LLC	8,835.66
BOARDMAN & CLARK LLP	333.00
CITY OF ONALASKA	11,835.00
DEPT OF NATURAL RESOURCES	300.00
ENTERPRISE FM TRUST	182.93
HILLTOPPER REFUSE & RECYCLING	143.78
LOFFLER COMPANIES INC	52.56
MCGRATH CONSULTING GROUP INC	400.00
MICHAEL'S TRUCK EQUIPMENT INC	1,656.65
MINNESOTA LIFE INSURANCE COMPA	98.18
MORAIN PARK TECH COLLEGE - FR	2,037.20
NORTHERN STATES POWER CO WI	127.73
RON HAMMES REFRIGERATION CO IN	157.50
RUEKERT & MIELKE INC	2,705.84
SAFE-FAST INC	4,256.00
SAFETY-KLEEN SYSTEMS INC	396.51
SUMMIT FIRE PROTECTION CO	540.00
VERNON ELECTRIC COOPERATIVE IN	12.40
WATER REFUNDS	15,205.87

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
WI DEPT OF TRANSPORTATION	5.00
	50,016.97
GEN ADMIN - WATER	
1ST BUSINESS SOLUTIONS INC	1,807.50
I&S GROUP INC	22,598.68
	24,406.18
GEN ADMIN TID#18	
GARY THURK	292.50
REDEVELOPMENT AUTHORITY OF	30,248.63
	30,541.13
GENERAL FUND	
ALL TRAFFIC SOLUTIONS INC	1,633.33
EO JOHNSON CO INC	353.33
EVERMORE HOLDINGS GROUP INC	1,950.00
GOVERNMENTJOBS.COM INC	14,474.23
PETER SMART	208.89
REC REFUNDS	422.00
SCHOOL DISTRICT OF LA CROSSE	3,415.50
US BANK NATL ASSOC	359,345.15
WI DEPT OF REVENUE	32,159.99
	413,962.42
HIGHWAY - GEN ADMIN	
MINNESOTA LIFE INSURANCE COMPA	224.95
	224.95
HIGHWAY - REFUSE & RECYCLING	
BEST KEPT PORTABLES LLC	210.00
DUMMER FAMILY ENTERPRISES LLC	607.20
HARTER'S QUICK CLEAN UP SERVIC	186,894.84
HILLTOPPER REFUSE & RECYCLING	5,207.73
KISH & SONS ELECTRIC INC	2,225.00
PREMIUM WATERS INC	24.20
THOMAS HUNDT	818.00
	195,986.97
HIGHWAY - SERVICE CHRGS/PARTS	
BROOKS TRACTOR INC	6,392.68
PISCHE MOTORS OF LA CROSSE IN	347.33
	6,740.01
HIGHWAY - STREET MAINTENANCE	

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
3M COMPANY	1,049.74
ADI HOLDING COMPANY LLC	209.36
APH STORES INC	4,042.00
BRIGHTSPEED HOLDING LLC	19.55
BROOKS TRACTOR INC	2,417.19
CROELL INC	10,203.50
GREGORY THOMAS FITZSIMMONS	335.00
JFTCO INC	931.50
LOFFLER COMPANIES INC	152.53
MARTY WALLESER	1,617.04
MATHY CONSTRUCTION COMPANY	18,161.89
NORTHERN STATES POWER CO WI	7,459.42
SAFE-FAST INC	8,898.82
STRUCK & IRWIN PAVING INC	235,416.76
VERNON ELECTRIC COOPERATIVE IN	32.24
WI DEPT OF TRANSPORTATION	169.50
	291,116.04
HUD GRANTS - CDBG	
COLUMN SOFTWARE PBC	41.99
	41.99
HUD GRANTS - HOME	
BENJAMIN HEYER	115.50
BEST KEPT PORTABLES LLC	210.00
BUILDER SERVICES GROUP INC	6,450.00
DONALD W ELLIS	5,835.00
EARLEY DRYWALL & CONSTRUCTION,	24,304.32
HILLTOPPER REFUSE & RECYCLING	1,005.64
JOSEPH JOHN FREDRICKSON	8,500.00
LA CROSSE GLASS COMPANY INC	3,015.00
LOGAN DZIELINSKI	840.00
NORTHERN STATES POWER CO WI	402.54
PERFORMANCE CONCRETE LLC	28,193.00
	78,871.00
HUD GRANTS - RPLC HSING	
NORTHERN STATES POWER CO WI	14.00
	14.00
HUMAN RESOURCES - GEN ADMIN	
CRIVELLO, NICHOLS & HALL, S.C.	6,957.50
FMLASOURCE INC	2,431.62
GOVERNMENTJOBS.COM INC	3,809.01
LOFFLER COMPANIES INC	49.17
MINNESOTA LIFE INSURANCE COMPA	13.23
	13,260.53

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
INTEREST CHARGES	
ENTERPRISE FM TRUST	237.28
	237.28
IT - GEN ADMIN	
1ST BUSINESS SOLUTIONS INC	877.48
DURAND ALLEN MATHE	62.50
DYNAMIC LIFECYCLE INNOVATIONS	3,747.40
ENTERPRISE FM TRUST	.07
GRANICUS LLC	27,393.14
LEGAL FILES SOFTWARE INC	1,080.00
LOFFLER COMPANIES INC	2.82
MINNESOTA LIFE INSURANCE COMPA	29.77
PETER SMART	69.63
	33,262.81
LA CROSSE CENTER - ADMIN	
BRIGHTSPEED HOLDING LLC	898.84
BROADCAST MUSIC INC	13.78
CHAD MICKELSON	2,600.00
COMMERCIAL AV SYSTEMS LLC	22,609.75
HARTER'S QUICK CLEAN UP SERVIC	2,354.37
JSJD MEDIA LLC	2,000.00
LA CROSSE COUNTY CONV & VISITO	110,383.14
MARION BYERSON	432.00
MCGRATH CONSULTING GROUP INC	200.00
MINNESOTA LIFE INSURANCE COMPA	66.87
NORTHERN STATES POWER CO WI	11,660.62
	153,219.37
LA CROSSE CENTER - FOOD & BEV	
BADGER POPCORN & CONCESSION SU	2,084.26
HOLIDAY WHOLESALE INC	1,545.75
KENRICH FOODS CORPORATION	898.50
MARC ANDERSON	2,188.39
MISSISSIPPI WELDERS SUPPLY CO	172.78
PEPSI-COLA BOTTLING CO OF LA C	407.00
PERFORMANCE FOOD GROUP INC	18,116.36
	25,413.04
LA CROSSE CENTER - PRODUCTION	
BILL YOUNG PRODUCTIONS, INC	725.00
COMMERCIAL AV SYSTEMS LLC	13,326.00
DEGY BOOKING INTERNATIONAL INC	16,000.00
FAMILY RADIO INC	715.00
FOX CITIES CONVENTION & VISITO	224.42
MARION BYERSON	7,262.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
MURPHY & ASSOCIATES INC	3,000.00
RONNY CRAIG ENTERTAINMENT & PR	50,553.36
SPARTA-TOMAH BROADCASTING CO I	675.00
WI DEPT OF REVENUE	9,600.00
	102,080.78
LA CROSSE CENTER FACILITY OPS.	
ADI HOLDING COMPANY LLC	200.16
BERNIE'S EQUIPMENT COMPANY INC	2,242.61
COULEE REGION MECHANICAL CONTR	165.00
IRWIN SEATING COMPANY	4,060.00
J F AHERN COMPANY	689.00
NORTHERN STATES POWER CO WI	31.00
OVERHEAD DOOR CO OF THE 7 RIVE	3,373.40
ROLLINS INC	125.00
TRANE US INC	222.46
TRI-STATE SOUND & LIGHT LLC	4,524.78
VERNON ELECTRIC COOPERATIVE IN	30.82
VESTIS GROUP INC	6,721.48
	22,385.71
LABORATORY	
DAVY ENGINEERING CO INC	9,484.25
PACE ANALYTICAL SERVICES LLC	308.00
	9,792.25
LABORATORY	
DAVY ENGINEERING CO INC	1,120.00
	1,120.00
LACROSSE CENTER	
LA CROSSE COUNTY CONV & VISITO	1,900.00
	1,900.00
LAX CENTER - 2025 NOTE FUNDS	
MITY-LITE INC	66,561.97
	66,561.97
LEGAL - GEN ADMIN	
BOARDMAN & CLARK LLP	759.00
LOFFLER COMPANIES INC	14.74
MINNESOTA LIFE INSURANCE COMPA	59.62
	833.36
LIBRARY - CIRCULATION	

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
MIDWEST TAPE LLC	3,298.69
PLAYAWAY PRODUCTS LLC	439.36
WISCNET	2,000.00
	5,738.05
LIBRARY - GEN ADMIN	
BRIGHTSPEED HOLDING LLC	308.04
CENTURYLINK COMMUNICATIONS LLC	3.12
EO JOHNSON CO INC	976.67
EVERMORE HOLDINGS GROUP INC	650.00
FIVE STAR TELECOM INC	801.60
FMLASOURCE INC	260.70
KONE INC	1,337.13
KWIK TRIP INC	132.53
MARCO TECHNOLOGIES LLC	1,221.60
MINNESOTA LIFE INSURANCE COMPA	90.31
NORTHERN STATES POWER CO WI	10,332.05
QUADIENT FINANCE USA INC	10.63
	16,124.38
LIFT STATIONS	
GREGORY THOMAS FITZSIMMONS	740.00
MARTY WALLESER	2,235.00
NICHOLAS J HEILMAN	50.00
VIKING ELECTRIC SUPPLY LLC	3,128.87
	6,153.87
LIFT STATIONS	
GREGORY THOMAS FITZSIMMONS	450.00
MARTY WALLESER	2,280.00
NORTHERN STATES POWER CO WI	3,362.13
	6,092.13
MAYOR - GEN ADMIN	
LOFFLER COMPANIES INC	15.69
MCGRATH CONSULTING GROUP INC	200.00
MINNESOTA LIFE INSURANCE COMPA	43.99
	259.68
MCPL COURT TRUST	
LA CROSSE COUNTY TREASURER	4,392.45
MUNICIPAL COURT REFUND VENDOR	100.00
STATE OF WISCONSIN	12,274.62
	16,767.07

MISCELLANEOUS AGENCY

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
ADI HOLDING COMPANY LLC	57.52
LA CROSSE COUNTY TREASURER	1,540.44
TREASURER REFUNDS	283.60
	1,881.56
MUNI COURT - GEN ADMIN	
LOFFLER COMPANIES INC	22.01
MINNESOTA LIFE INSURANCE COMPA	5.47
PREMIUM WATERS INC	13.95
STATE OF WI SUPREME COURT	120.00
	161.43
NON-DEPT - GEN ADMIN	
BAKER TILLY ADVISORY GROUP PAR	29,000.00
KIRI ANN FAUL	3,990.00
NORTHERN STATES POWER CO WI	51,831.05
STATE OF COLORADO	3.00
STATE OF MINNESOTA	3.00
SUMMIT COMMERCIAL FITNESS INC	3,695.00
T E BRENNAN CO	1,234.50
TREASURER REFUNDS	60,217.25
VERNON ELECTRIC COOPERATIVE IN	891.34
	150,865.14
NON-DEPT GRANTS	
BAKER TILLY ADVISORY GROUP PAR	838.75
CBS SQUARED INC	5,648.85
CHIPPEWA CONCRETE SERVICES INC	310,197.56
HILLTOPPER REFUSE & RECYCLING	53.00
LEGAL ACTION OF WISCONSIN INC	30,000.00
NEW CASTLE TITLE OF LA CROSSE	317,746.63
SPIES CONSTRUCTION LLC	9,472.50
THE PARENTING PLACE INC	244,000.00
	917,957.29
PARKING OPERATIONS	
METROPOLIS CAPITAL HOLDINGS LL	3,592.79
NORTHERN STATES POWER CO WI	170.84
	3,763.63
PARKING UTILITY	
ENTERPRISE FM TRUST	4,574.61
WELLS FARGO BANK	710,000.00
	714,574.61

PARKS - 2023 BOND FUNDS

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
MAKEPEACE ENGINEERING LLC	4,967.50
	4,967.50
PARKS - 2024 NOTE FUNDS	
AYRES ASSOCIATES INC	4,120.06
RIVER ARCHITECTS INC	7,000.00
	11,120.06
PARKS/REC - AQUATICS	
CARRICO AQUATIC RESOURCES INC	1,184.10
GHELFI AWARDS	175.50
NORTHERN STATES POWER CO WI	7,960.71
ORIGINAL WATERMEN INC	1,686.88
SCHNEIDER HEATING & AIR CONDIT	156.25
SURFACE SPECIALISTS TRI STATE	378.45
	11,541.89
PARKS/REC - FACILITIES	
BAN-KOE SYSTEMS INC	1,717.00
GREGORY THOMAS FITZSIMMONS	588.00
JOSHUA R GATES	900.00
MARTY WALLESER	3,008.80
MICHAEL J MERCIER	600.00
NORTHERN STATES POWER CO WI	13,418.39
QUALITY CUBICLE INSTALLATION L	125.00
THE WAYFARE GROUP LLC	4,515.00
UNIFIRST CORPORATION	243.33
WINONA HEATING & VENTILATING C	5,090.00
	30,205.52
PARKS/REC - GEN ADMIN	
CRESCENT PRINTING COMPANY INC	5,592.01
LOFFLER COMPANIES INC	148.38
MINNESOTA LIFE INSURANCE COMPA	70.41
	5,810.80
PARKS/REC - PARKS	
BEST KEPT PORTABLES LLC	3,150.00
BOB'S LOCK & SAFE INC	721.00
CASON LAND & WATER MANAGEMENT	915.90
COUNTY OF LA CROSSE WISCONSIN	648.70
DYNAMIC CONCRETE RESURFACING L	8,963.42
GREGORY THOMAS FITZSIMMONS	8,269.00
HILLTOPPER REFUSE & RECYCLING	728.90
JOHNSON OPS TREE CARE LLC	972.00
LA CROSSE SIGN CO INC	1,351.20
LANDCARE LLC	1,800.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
MARTY WALLESER	36,272.98
NICHOLAS J HEILMAN	2,265.00
NORTHERN STATES POWER CO WI	8,228.86
PREMIUM WATERS INC	172.95
QUERCUS LAND STEWARDSHIP SVCS	2,400.00
RIVER CITY LAWNSCAPE INC	429.68
VERNON ELECTRIC COOPERATIVE IN	321.12
	77,610.71
PARKS/REC - RECREATION	
JOSEPH E CODY	200.00
READY BUS COMPANY INC	4,043.00
THE WAYFARE GROUP LLC	4,515.00
	8,758.00
PARKS/REC BOAT HOUSE	
GARY THURK	4,837.50
GREGORY THOMAS FITZSIMMONS	700.00
THOMAS J PETERSON	1,200.00
	6,737.50
PARKS/REC BOAT LANDING IMPRV	
BEST KEPT PORTABLES LLC	750.00
BOBCAT OF THE COULEE REGION IN	2,000.00
GARY THURK	2,227.50
GREGORY THOMAS FITZSIMMONS	2,450.00
HILLTOPPER REFUSE & RECYCLING	1,929.40
MAKEPEACE ENGINEERING LLC	7,908.81
MARTY WALLESER	1,627.50
MICHAEL'S TRUCK EQUIPMENT INC	2,956.89
NICHOLAS J HEILMAN	360.00
NORTHERN STATES POWER CO WI	1,778.75
STEPHEN ROBERGE	445.00
T2 SYSTEMS CANADA INC	450.00
THOMAS J PETERSON	1,830.00
WEYMILLER MARINE INC	1,560.00
	28,273.85
PARKS/REC COPELAND PARK IMPRV	
SHORT ELLIOTT HENDRICKSON INC	3,997.50
	3,997.50
PARKS/REC GREEN ISLAND IMPRVM	
MICHAEL D VERDICK	5,712.40
	5,712.40

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
PARKS/REC MYRICK PARK IMPRVMT NICHOLAS J HEILMAN	2,520.00
	2,520.00
PARKS/REC PETTIBONE PARK IMPRV GREGORY THOMAS FITZSIMMONS HARTER'S QUICK CLEAN UP SERVIC HSR ASSOCIATES INC MAKEPEACE ENGINEERING LLC NICHOLAS J HEILMAN	2,376.00 2,106.50 3,063.00 260.00 3,690.00
	11,495.50
PARKS/REC RIVERSIDE PARK IMPRV MARTY WALLESER NICHOLAS J HEILMAN REXEL USA INC	4,830.00 2,195.00 5,445.00
	12,470.00
PARKS/REC SPECIAL OLYMPICS AIMEE SCHMIDT WHITNEY HUGHES	281.40 850.00
	1,131.40
PARKS/REC STATE GRANTS MSA PROFESSIONAL SERVICES INC	3,600.00
	3,600.00
PARKS/REC TREE MEMORIALS MATZKE MEMORIALS LLC	740.00
	740.00
PARKS/REC YOUTH ENRCHMNT ASSOC GHELFI AWARDS RITEWAY BUS SERVICE INC	39.50 1,184.88
	1,224.38
PAYROLL LIABILITIES AMALGAMATED TRANSIT UNION 519 BLITT AND GAINES PC CREATIVE FINANCE INC FIRE FIGHTERS ASSOCIATION OF L FIREFIGHTERS CREDIT UNION GREAT RIVERS UNITED WAY INC LA CROSSE PROFESSIONAL POLICE MARK HARRING	2,618.10 381.19 300.00 2,565.00 9,261.14 114.00 4,643.00 166.08

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
MINNESOTA LIFE INSURANCE COMPA	20,994.11
MISSIONSQUARE RETIREMENT	118,612.02
STARMOUNT LIFE INSURANCE COMPA	3,245.15
STATE OF COLORADO	646.14
STATE OF MINNESOTA	667.28
STATE OF WI DEPT OF CHILDREN A	4,425.26
STATE OF WI DEPT OF EMPLOYEE T	577,937.37
STATE OF WISCONSIN	139,568.12
UNITED STATES TREASURY	730,388.76
	1,616,532.72
PLANNING/BUILDING & INSPECTION	
FAMILY RADIO INC	80.00
LOFFLER COMPANIES INC	25.07
MINNESOTA LIFE INSURANCE COMPA	44.62
ONE TIME PAY	989.06
	1,138.75
PLANNING/DEVELOPMENT-ASSESSMEN	
CHRISTINA ATKINS	19.32
COSTAR REALTY INFORMATION INC	430.00
JOSH BENRUD	296.80
MINNESOTA LIFE INSURANCE COMPA	22.50
SHANNON NEUMANN	1,125.70
	1,894.32
PLANNING/DEVELOPMENT-GEN ADMIN	
GHELFI AWARDS	273.00
GREGORY THOMAS FITZSIMMONS	1,305.00
LOFFLER COMPANIES INC	20.88
MARTY WALLESER	5,015.00
MINNESOTA LIFE INSURANCE COMPA	25.55
NORTHERN STATES POWER CO WI	184.58
PALE BLUE DOT LLC	900.00
PAUL NICHOLAS	1,012.00
	8,736.01
POLICE - GEN ADMIN	
ABYGAYLE DUPONT	110.00
ADI HOLDING COMPANY LLC	398.02
ALL TRAFFIC SOLUTIONS INC	816.67
ANTHONY REZA	53.99
BAYCOM INC	365.75
BLAKE FOGELSON	155.00
BOB'S LOCK & SAFE INC	110.00
DAHL AUTOMOTIVE LACROSSE INC	106.49
DISCOVER PRODUCTS INC	22.00
HENRICKSEN & COMPANY INC	142.12

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
ICOR TECHNOLOGY INC	1,768.68
IQ DATA SYSTEMS	68.25
JONI MARIE KREPLINE	8,263.72
JOSHUA R GATES	875.00
LA CROSSE COUNTY SHERIFFS OFFI	3,330.00
LOFFLER COMPANIES INC	182.38
MICHAEL ABRAHAM	41.98
MINNESOTA LIFE INSURANCE COMPA	447.27
NORTHERN STATES POWER CO WI	459.31
PERSONNEL EVALUATION INC	30.00
ROLLINS INC	77.00
TAD D MEDDAUGH	172.00
TRITECH SOFTWARE SYSTEMS	1,580.00
VERNON ELECTRIC COOPERATIVE IN	61.29
ZACH DEGROOT	124.50
	19,761.42
POLICE DRUG INVESTIGATION	
3SI SECURITY SYSTEMS INC	300.00
	300.00
POLICE EQUITABLE SHARING AGREE	
ADORAMA INC	10,390.93
	10,390.93
POLICE GRANT	
COUNTY OF LA CROSSE WISCONSIN	2,637.43
NEW HORIZONS SHELTER & OUTREAC	3,529.00
	6,166.43
POLICE REVOLVING RESTITUTION	
MAYO CLINIC HEALTH SYSTEM	175.00
	175.00
POLICE TRAINING	
BRIAN THOMAS	99.62
CHAD W MASKE	25.00
DANIEL MANDUJANO	64.30
LA CROSSE COUNTY TREASURER	20,012.05
	20,200.97
PUMPING	
ENERGENECS INC	1,322.50
GREGORY THOMAS FITZSIMMONS	60.00
MARTY WALLESER	420.00
NORTHERN STATES POWER CO WI	31,372.05

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
UNITED STATES CELLULAR CORPORA	248.86
VERNON ELECTRIC COOPERATIVE IN	380.75
	33,804.16
REAL ESTATE & PERSONAL PROP TX	
TREASURER REFUNDS	4,201.82
	4,201.82
SEWER COLLECTION	
FIRST SUPPLY LLC #3010	1,158.10
FLOW-RITE PIPE & SEWER SERVICE	35,637.70
GERKE EXCAVATING INC	115,527.60
HARTER TRUCKING INC	765.00
	153,088.40
SOLIDS DISPOSAL	
A-1 ADVANCED PUMPING SERVICE I	44,990.00
LA CROSSE COUNTY SOLID WASTE D	25,280.10
WESTERN OILFIELDS SUPPLY COMPA	1,502.81
	71,772.91
SP ASSIGNED BUDGET CARRYOVER	
ENGBERG ANDERSON INC	294.00
ENTERPRISE FM TRUST	3.45
LTC IT SOLUTIONS INC	9,000.00
THE OS GROUP LLC	324.00
	9,621.45
SPECIAL ASSESSMENTS - ADMIN	
BROCK BORCHARDT	240.00
	240.00
SPECIAL ASSIGNED	
3SI SECURITY SYSTEMS INC	900.00
	900.00
STOCK ROOM	
BAYCOM INC	1,315.00
SAFE-FAST INC	488.03
WESTERN STATES ENVELOPE COMPAN	686.22
	2,489.25
STORM COLLECTION	
FLOW-RITE PIPE & SEWER SERVICE	26,141.45

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
HARTER TRUCKING INC	765.00
	26,906.45
STREET SWEEPING	
LA CROSSE COUNTY SOLID WASTE D	2,579.58
	2,579.58
STREETS - 2023 BOND FUNDS	
FOWLER & HAMMER INC	1,862.48
WSP USA INC	629.95
	2,492.43
STREETS - 2024 NOTE FUNDS	
A-1 EXCAVATING LLC	156,006.29
BADGER ENVIRONMENTAL & EARTHWO	31,389.00
FOWLER & HAMMER INC	22,000.00
SHORT ELLIOTT HENDRICKSON INC	22,894.34
WSP USA INC	2,509.96
	234,799.59
STREETS - 2025 NOTE FUNDS	
BADGER ENVIRONMENTAL & EARTHWO	177,561.03
FOWLER & HAMMER INC	28,227.49
JEWELL ASSOCIATES ENGINEERS IN	5,820.00
ROLAND MACHINERY COMPANY	50,340.00
	261,948.52
TERMINAL OPERATIONS	
BAN-KOE SYSTEMS INC	752.93
DEPT OF SAFETY AND PROFESSIONA	250.00
NORTHERN STATES POWER CO WI	10,210.37
SAFE-FAST INC	103.10
TRANE US INC	888.79
V-DRIVE WAKESPORTS LLC	100.00
	12,305.19
TRANSFERS	
NORTHERN STATES POWER CO WI	117.04
VERNON ELECTRIC COOPERATIVE IN	8.86
	125.90
TRANSIT FUND	
SPX TECHNOLOGIES INC	1,666.67
	1,666.67

WARRANT PUBLICATION LIST

WARRANT RANGE: SP090125 TO SP093025 DATES: 01/01/25 TO 12/31/25

ORG

VENDOR NAME	AMOUNT
TRANSMISSION & DISTRIBUTION	
DAIRYLAND POWER COOPERATIVE	150.58
FERGUSON US HOLDINGS INC	107.93
FIRST SUPPLY LLC #3010	29,566.80
GERKE EXCAVATING INC	29,581.54
HYDROCORPS LLC	4,450.00
NORTHERN STATES POWER CO WI	131.49
UTILIS INC	36,000.00
	99,988.34
WASTE WATER UTILITY	
BAN-KOE SYSTEMS INC	207.75
ENTERPRISE FM TRUST	1,885.13
	2,092.88
WATER TREATMENT	
DAVY ENGINEERING CO INC	2,291.00
HAWKINS INC	6,155.00
NORTHERN LAKE SERVICE INC	1,950.00
UNIVERSITY OF WISCONSIN SYSTEM	31.00
	10,427.00
WATER UTILITY	
CORE & MAIN LP	1,370.21
ENTERPRISE FM TRUST	1,615.40
FIRST SUPPLY LLC #3010	20,676.15
WATER WELL INVESTMENTS LLC	13,330.00
	36,991.76
WWU - 2024 BOND FUNDS	
A-1 EXCAVATING LLC	65,346.01
BADGER ENVIRONMENTAL & EARTHWO	47,494.20
GERKE EXCAVATING INC	875,906.02
MCCABE CONSTRUCTION INC	56,550.00
	1,045,296.23
TOTAL	13,524,994.11
** END OF REPORT - Generated by Nolte, Brent **	

PCARD DETAIL - SEPTEMBER 2025

ORG	VENDOR #	VENDOR NAME	AMOUNT
100	20,768	CVTC CASHIERS OFFICE	750.00
100	20,768	GUTHRIE THEATER	353.00
100	20,768	LINKEDINPREB *401222	139.93
100	20,768	NCSS	2,287.50
100	20,768	PAYPAL *WISCONSIN AS	144.67
100	20,768	WAVE - *LIBRARYHOST	919.34
260	20,768	WHENTOWORK INC	910.00
290	20,768	PACKTRACK	87.50
290	20,768	ZOOM.COM 888-799-966	106.60
800	20,768	516 AUTO VALUE - LA	32.84
800	20,768	516 AUTO VALUE - LA	2,264.32
800	20,768	516 AUTO VALUE - LA	65.68
800	20,768	516 AUTO VALUE - LA	71.88
800	20,768	516 AUTO VALUE - LA	65.68
800	20,768	516 AUTO VALUE - LA	32.84
800	20,768	516 AUTO VALUE - LA	208.14
800	20,768	ACE OF LA CROSSE	127.29
800	20,768	AMAZON MKTPL*2M60J72	310.99
800	20,768	CSE*CONS ENERGY	88.35
800	20,768	GOODYEAR AUTO SRV CT	1,104.00
800	20,768	MACQUEEN EMERG/EQUIP	84.30
800	20,768	MICHAELS TRUCK EQUIP	952.78
800	20,768	MIDLANDPAPER.COM	58.92
800	20,768	PETERBILT OF LACROSS	29.74
800	20,768	PETERBILT OF LACROSS	115.36
800	20,768	PETERBILT OF LACROSS	77.16
800	20,768	PETERBILT OF LACROSS	185.60
800	20,768	SAFE-FAST (LAX)	1,149.44
800	20,768	SAFE-FAST (LAX)	505.86
800	20,768	SCHILLING SUPPLY COM	60.09
800	20,768	SCHILLING SUPPLY COM	1,106.36
800	20,768	SCHILLING SUPPLY COM	77.73
800	20,768	SCHILLING SUPPLY COM	77.73
800	20,768	SCHILLING SUPPLY COM	83.48
800	20,768	SCHILLING SUPPLY COM	87.61
800	20,768	SCHILLING SUPPLY COM	81.86
800	20,768	SCHILLING SUPPLY COM	77.73
800	20,768	SCHILLING SUPPLY COM	81.86
800	20,768	SCHILLING SUPPLY COM	77.73
800	20,768	SCHILLING SUPPLY COM	81.86
800	20,768	SCHILLING SUPPLY COM	77.73
800	20,768	SCHILLING SUPPLY COM	81.86
800	20,768	SHERWIN INDUSTRIES	125.72
800	20,768	STAPLES	67.79
1000210	20,768	CENTURYLINK LUMEN	4.40
1000210	20,768	LA CROSSE MAIL & PRI	16.88
1000210	20,768	LEAGUE OF WISCONSIN	350.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1000210	20,768	VERIZONWRLSS*RTCCR V	37.49
1000225	20,768	LA CROSSE MAIL & PRI	0.13
1000310	20,768	CENTURYLINK LUMEN	6.49
1000310	20,768	LA CROSSE MAIL & PRI	0.67
1000310	20,768	LEXISNEXIS RISK SOL	150.00
1000310	20,768	THOMSON WEST*TCD	886.57
1000310	20,768	VERIZONWRLSS*RTCCR V	227.96
1000410	20,768	AMAZON MKTPL*U66I40A	76.89
1000410	20,768	AMAZON MKTPL*WA0366M	75.60
1000410	20,768	CENTURYLINK LUMEN	2.26
1000410	20,768	COLUMN PUBLIC NOTICE	44.10
1000410	20,768	COLUMN PUBLIC NOTICE	279.44
1000410	20,768	COLUMN PUBLIC NOTICE	294.50
1000410	20,768	COLUMN PUBLIC NOTICE	302.03
1000410	20,768	COLUMN PUBLIC NOTICE	271.92
1000410	20,768	COLUMN PUBLIC NOTICE	188.10
1000410	20,768	COLUMN PUBLIC NOTICE	360.48
1000410	20,768	COLUMN PUBLIC NOTICE	151.51
1000410	20,768	COLUMN PUBLIC NOTICE	36.24
1000410	20,768	COLUMN PUBLIC NOTICE	316.33
1000410	20,768	LA CROSSE MAIL & PRI	13.60
1000415	20,768	LA CROSSE MAIL & PRI	29.28
1000610	20,768	AMAZON MARK* 4S58Z1D	6.99
1000610	20,768	AMAZON MARK* TD05V6V	9.99
1000610	20,768	AMAZON RETA* H68HN63	4.61
1000610	20,768	CENTURYLINK LUMEN	4.22
1000610	20,768	LWV LA CROSSE AREA	20.00
1000610	20,768	LWV LA CROSSE AREA	2.00
1000610	20,768	VERIZONWRLSS*RTCCR V	40.49
1000710	20,768	CENTURYLINK LUMEN	1.01
1000710	20,768	LA CROSSE MAIL & PRI	12.80
1000810	20,768	ACI*BRIGHTSPEED	1,176.27
1000810	20,768	ACI*BRIGHTSPEED	8.95
1000810	20,768	AMAZON MKTPL*3K3T42W	198.36
1000810	20,768	AMAZON MKTPL*8611F74	104.38
1000810	20,768	AMAZON MKTPL*WROPQ1P	100.68
1000810	20,768	AMAZON RETA* 5842L4O	17.58
1000810	20,768	CDW GOVT #AF7VN8V	22,153.08
1000810	20,768	CDW GOVT #COUNCIL -	314.99
1000810	20,768	CDW GOVT #COUNCIL CH	296.84
1000810	20,768	CENTURYLINK LUMEN	6.78
1000810	20,768	IDENTISYS INCORPORAT	2,728.94
1000810	20,768	ISC2.ORG	135.00
1000810	20,768	LINKEDINPREB *401222	113.14
1000810	20,768	MENARDS LA CROSSE WI	5.12
1000810	20,768	MENARDS LA CROSSE WI	10.85
1000810	20,768	SRFAX 866-554-0263	61.60
1000810	20,768	VERIZONWRLSS*RTCCR V	72.02

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1000810	20,768	VERIZONWRLSS*RTCCR V	263.32
1000810	20,768	ZOOM.COM 888-799-966	26.50
1000810	20,768	ZOOM.COM 888-799-966	49.40
1000910	20,768	CDW GOVT #M365 LICEN	765.50
1000910	20,768	CENTURYLINK LUMEN	4.78
1000910	20,768	HRTRAININGCLASSES.CO	195.00
1000910	20,768	LA CROSSE MAIL & PRI	0.27
1000910	20,768	VERIZONWRLSS*RTCCR V	37.49
1000910	20,768	VON BRIESEN & ROPER	171.00
1000910	20,768	WIWC FORUM	358.00
1000910	20,768	WORKFORCE* WESTERN W	300.00
1002010	20,768	AMAZON MARK* 3N5Q204	47.19
1002010	20,768	AMAZON MARK* BL7VZ0A	213.69
1002010	20,768	AMAZON MKTPL*7R13E7E	69.99
1002010	20,768	AMAZON MKTPL*9050R16	24.59
1002010	20,768	AMAZON MKTPL*IZ2KI6A	46.07
1002010	20,768	AMAZON MKTPL*T75O659	12.99
1002010	20,768	AMAZON MKTPL*WB9S38L	63.73
1002010	20,768	AMAZON MKTPL*X79ZB4U	179.58
1002010	20,768	AMAZON RETA* I80WM4J	69.99
1002010	20,768	AMAZON RETA* M304G5E	78.81
1002010	20,768	AMAZON.COM	-32.99
1002010	20,768	AMAZON.COM*3J4VS4QF3	7.49
1002010	20,768	AMAZON.COM*7X29Y8Y73	28.52
1002010	20,768	AMAZON.COM*8X1417U93	6.29
1002010	20,768	AMAZON.COM*D614U7KC3	32.99
1002010	20,768	AMAZON.COM*JE9R83A13	16.58
1002010	20,768	AMAZON.COM*LS2GW1X13	119.99
1002010	20,768	AMAZON.COM*LS8SF8OR3	52.99
1002010	20,768	ATT* BILL PAYMENT	446.37
1002010	20,768	BIKES LTD	20.00
1002010	20,768	CENTURYLINK LUMEN	59.72
1002010	20,768	COULEE AUTO LLC	149.00
1002010	20,768	COULEE AUTO LLC	149.00
1002010	20,768	COULEE AUTO LLC	149.00
1002010	20,768	DOJ EPAY RECORDS CHE	532.00
1002010	20,768	EB *UW-STEVENS POINT	108.55
1002010	20,768	INTOXIMETERS INC	322.75
1002010	20,768	LA CROSSE MAIL & PRI	13.07
1002010	20,768	LA POLICE GEAR INC	126.51
1002010	20,768	MENARDS LA CROSSE WI	10.09
1002010	20,768	N-EAR, INC	1,334.92
1002010	20,768	PISCHKE MOTORS OF LA	259.39
1002010	20,768	PISCHKE MOTORS OF LA	-13.52
1002010	20,768	SQ *DON'S TOWING AND	100.00
1002010	20,768	SQ *THE ENCHANTED FL	60.95
1002010	20,768	STAPLES	36.24
1002010	20,768	TLO TRANSUNION	200.80

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1002010	20,768	UPS*BILLING CENTER	15.58
1002010	20,768	UPS*BILLING CENTER	73.52
1002010	20,768	UPS*BILLING CENTER	44.76
1002010	20,768	UPS*BILLING CENTER	7.59
1002010	20,768	UPS*BILLING CENTER	17.48
1002010	20,768	VERIZONWRLSS*RTCCR V	108.03
1002010	20,768	VERIZONWRLSS*RTCCR V	1,092.09
1002010	20,768	VERIZONWRLSS*RTCCR V	1,073.29
1002010	20,768	VON BRIESEN & ROPER	1,314.00
1002010	20,768	ZORO TOOLS INC	66.88
1002110	20,768	ACI*BRIGHTSPEED	251.35
1002110	20,768	AMAZON MKTPL*3C8MP04	16.95
1002110	20,768	AMAZON RETA* 2X1T49J	9.89
1002110	20,768	AMAZON RETA* 9N97X6Z	7.49
1002110	20,768	ATT* BILL PAYMENT	80.83
1002110	20,768	CENTURYLINK LUMEN	17.77
1002110	20,768	LA CROSSE MAIL & PRI	1.27
1002110	20,768	TST*PIZZERIA DOLOROS	2.20
1002110	20,768	VERIZONWRLSS*RTCCR V	88.31
1002110	20,768	VERIZONWRLSS*RTCCR V	151.56
1002110	20,768	VERIZONWRLSS*RTCCR V	560.30
1002110	20,768	VERIZONWRLSS*RTCCR V	593.95
1002120	20,768	AMERICAN AIR00106312	25.49
1002120	20,768	AMERICAN AIR00122591	494.98
1002120	20,768	SIMSUSHARE.COM	1,400.00
1002125	20,768	AIRGAS - NORTH	735.14
1002125	20,768	AMAZON RETA* 9A4KA8O	30.36
1002125	20,768	BATTERIES PLUS 860	4.95
1002125	20,768	DEA REGISTRATION	888.00
1002125	20,768	MENARDS LA CROSSE WI	79.89
1002125	20,768	MENARDS LA CROSSE WI	31.67
1002125	20,768	THE HOME DEPOT #4905	30.94
1002125	20,768	TWILIO INC	90.75
1002130	20,768	516 AUTO VALUE - LA	39.48
1002130	20,768	516 AUTO VALUE - LA	53.44
1002130	20,768	ACE OF LA CROSSE	36.88
1002130	20,768	HODGES MARINE	52.97
1002130	20,768	KEN S SMALL ENGINES	113.16
1002130	20,768	KEN S SMALL ENGINES	3.39
1002130	20,768	KWIK TRIP #466	24.79
1002130	20,768	MENARDS LA CROSSE WI	30.24
1002130	20,768	MENARDS LA CROSSE WI	314.06
1002130	20,768	MENARDS LA CROSSE WI	224.37
1002130	20,768	MENARDS LA CROSSE WI	13.76
1002130	20,768	MENARDS LA CROSSE WI	66.12
1002130	20,768	MENARDS LA CROSSE WI	37.97
1002130	20,768	MENARDS LA CROSSE WI	7.96
1002130	20,768	MENARDS LA CROSSE WI	24.99

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1002130	20,768	MENARDS LA CROSSE WI	190.70
1002130	20,768	NORTHERN BATTERY 108	852.30
1002130	20,768	NORTHERN BATTERY 108	27.01
1002130	20,768	NORTHERN BATTERY 108	361.56
1002130	20,768	NORTHERN BATTERY 108	-30.00
1002130	20,768	PAULS HEATING AND AI	100.00
1002130	20,768	RONCO ENGR SALES-LA	89.20
1002130	20,768	RONCO ENGR SALES-LA	121.27
1002130	20,768	SUMMIT FIRE PROTECTI	54.00
1002130	20,768	WAL-MART #5127	22.56
1002130	20,768	WALMART.COM	-62.99
1002130	20,768	WALMART.COM	62.99
1003010	20,768	AMAZON MKTPL*1R37Y48	39.00
1003010	20,768	AMAZON MKTPL*4E97N8R	171.06
1003010	20,768	AMAZON MKTPL*7U0PW0O	8.79
1003010	20,768	AMAZON MKTPL*HK6497C	39.00
1003010	20,768	AMTRAK MOBIL21206375	244.00
1003010	20,768	APA	4.18
1003010	20,768	APA	921.82
1003010	20,768	APA	352.00
1003010	20,768	BPV-BUD BREW HOUSE	37.64
1003010	20,768	CDW GOVT #PLANNING -	34.74
1003010	20,768	CENTURYLINK LUMEN	6.08
1003010	20,768	GO RITEWAY TRANSPORT	1,700.00
1003010	20,768	STARBUCKS BALLPARK H	16.84
1003010	20,768	STARBUCKS BALLPARK H	12.36
1003010	20,768	USDN-EVENT* USDN	1,730.00
1003010	20,768	WHS* WIHISTSOCTICKET	175.00
1003015	20,768	AMAZON MKTPL*2J75H33	165.55
1003015	20,768	AMAZON MKTPL*EI1QK7U	15.96
1003015	20,768	AMAZON MKTPL*FP3DX52	13.76
1003015	20,768	AMAZON MKTPL*YW23Q60	258.39
1003015	20,768	AMAZON MKTPL*PMTS	-153.28
1003015	20,768	AMAZON RETA* BA2PN92	24.76
1003015	20,768	AMAZON RETA* BO2NC5Z	3.09
1003015	20,768	AMAZON RETA* L91TH1F	3.44
1003015	20,768	AMAZON RETA* TR7CI72	8.97
1003015	20,768	ASFPM	85.00
1003015	20,768	CENTURYLINK LUMEN	14.24
1003015	20,768	DSPS E SERVICE FEE R	0.86
1003015	20,768	DSPS E SERVICE FEE R	1.20
1003015	20,768	LA CROSSE MAIL & PRI	25.93
1003015	20,768	PY *WAFSCM	200.00
1003015	20,768	STAPLES	93.58
1003015	20,768	STAPLES	119.97
1003015	20,768	STAPLES	36.39
1003015	20,768	STAPLES	-20.09
1003015	20,768	VERIZONWRLSS*RTCCR V	196.17

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1003015	20,768	VERIZONWRLSS*RTCCR V	379.03
1003015	20,768	WI DSPS LICENSURE	38.34
1003015	20,768	WI DSPS LICENSURE	53.34
1003015	20,768	WL *VUE*TESTING EXAM	90.00
1003045	20,768	AMAZON MKTPL*7U0PW00	76.20
1003045	20,768	CENTURYLINK LUMEN	16.47
1003045	20,768	IAAO	55.00
1003045	20,768	LA CROSSE MAIL & PRI	9.85
1003045	20,768	LEAGUE OF WISCONSIN	236.00
1003045	20,768	LEAGUE OF WISCONSIN	220.00
1003045	20,768	LEAGUE OF WISCONSIN	236.00
1003045	20,768	LEAGUE OF WISCONSIN	236.00
1003045	20,768	LEAGUE OF WISCONSIN	220.00
1003045	20,768	NCSS	457.50
1003045	20,768	PAYPAL *WISCONSIN AS	103.33
1003045	20,768	WILDERNESS HOTEL	294.00
1003045	20,768	WILDERNESS HOTEL	387.00
1003045	20,768	WILDERNESS HOTEL	294.00
1003045	20,768	WILDERNESS HOTEL	294.00
1003045	20,768	WILDERNESS HOTEL	294.00
1003045	20,768	WL *VUE*TESTING EXAM	50.00
1003310	20,768	AMAZON MKTPL*3278T6Y	79.12
1003310	20,768	AMAZON MKTPL*HB4H89G	48.18
1003310	20,768	AMAZON MKTPL*TW6899D	112.87
1003310	20,768	AMAZON.COM*OO3LL4WI3	199.99
1003310	20,768	CENTURYLINK LUMEN	8.19
1003310	20,768	EMERSON PRO-TOOLS LL	204.40
1003310	20,768	LA CROSSE MAIL & PRI	3.69
1003310	20,768	VERIZONWRLSS*RTCCR V	151.56
1003310	20,768	VERIZONWRLSS*RTCCR V	645.67
1003415	20,768	516 AUTO VALUE - LA	-100.00
1003415	20,768	516 AUTO VALUE - LA	-75.11
1003415	20,768	516 AUTO VALUE - LA	39.48
1003415	20,768	516 AUTO VALUE - LA	-39.48
1003415	20,768	518 AUTO VALUE - LA	4.98
1003415	20,768	518 AUTO VALUE - LA	15.99
1003415	20,768	518 AUTO VALUE - LA	-15.99
1003415	20,768	518 AUTO VALUE - LA	39.99
1003415	20,768	AIRGAS - NORTH	617.16
1003415	20,768	AMAZON MKTPL*A80DE3F	41.98
1003415	20,768	AMAZON MKTPL*B77Y57I	158.70
1003415	20,768	AMAZON MKTPL*DR8UV6K	370.44
1003415	20,768	AMAZON MKTPL*FD3CW8W	151.65
1003415	20,768	AMAZON MKTPL*NH7KD8A	20.99
1003415	20,768	AMAZON.COM*2M81O01R3	88.10
1003415	20,768	AMERICAN LOCK & KEY	8.70
1003415	20,768	BERNIE BUCHNER PLUMB	2,146.48
1003415	20,768	BEST KEPT PORTABLES	40.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1003415	20,768	BEST KEPT PORTABLES	40.00
1003415	20,768	BEST KEPT PORTABLES	40.00
1003415	20,768	CENTURYLINK LUMEN	13.75
1003415	20,768	CHEMTEK CORPORATION	3,724.04
1003415	20,768	DEBAUCHE TRUCK & DIE	1,260.00
1003415	20,768	DEBAUCHE TRUCK & DIE	-65.22
1003415	20,768	DEBAUCHE TRUCK & DIE	1,260.00
1003415	20,768	DEBAUCHE TRUCK & DIE	-1,260.00
1003415	20,768	DEBAUCHE TRUCK & DIE	1,260.00
1003415	20,768	DOJ EPAY RECORDS CHE	7.00
1003415	20,768	FACTORY MOTOR PARTS	-998.96
1003415	20,768	FARRELL EQUIPMENT&SU	414.95
1003415	20,768	FESTIVAL FOODS	251.16
1003415	20,768	FIRELINE SPRINKLER L	1,200.00
1003415	20,768	GEXPRO 7535	253.60
1003415	20,768	GEXPRO 7535	49.07
1003415	20,768	GEXPRO 7535	412.50
1003415	20,768	GEXPRO 7535	537.60
1003415	20,768	GEXPRO 7535	3,210.99
1003415	20,768	IMPERIAL SUPPLIES	107.63
1003415	20,768	IMPERIAL SUPPLIES	124.95
1003415	20,768	IMPERIAL SUPPLIES	-146.19
1003415	20,768	IMPERIAL SUPPLIES	25.71
1003415	20,768	IMPERIAL SUPPLIES	80.62
1003415	20,768	KIMBALL MIDWEST PAYE	115.61
1003415	20,768	KIMBALL MIDWEST PAYE	793.25
1003415	20,768	KWIK TRIP #377	27.50
1003415	20,768	LA CROSSE MAIL & PRI	0.27
1003415	20,768	LINCOLN CONTRACTORS	-109.57
1003415	20,768	LINCOLN CONTRACTORS	109.57
1003415	20,768	MED*EMPLIFY HEALTH	184.00
1003415	20,768	MED*EMPLIFY HEALTH	78.00
1003415	20,768	MENARDS LA CROSSE WI	34.99
1003415	20,768	MENARDS LA CROSSE WI	8.09
1003415	20,768	MENARDS LA CROSSE WI	105.80
1003415	20,768	MENARDS LA CROSSE WI	-17.61
1003415	20,768	MISSISSIPPI WELDERS	106.00
1003415	20,768	MOBOTREX INC	1,224.00
1003415	20,768	MOBOTREX INC	1,785.00
1003415	20,768	NAPA STORE 3388506	4.00
1003415	20,768	NEWMAN SIGNS	7,588.40
1003415	20,768	O'REILLY 2214	12.99
1003415	20,768	OVERHEAD DOOR CO 7 R	100.00
1003415	20,768	OVERHEAD DOOR COMPAN	240.00
1003415	20,768	P T WELDING AND DRIV	12,268.03
1003415	20,768	PETERBILT OF LACROSS	58.26
1003415	20,768	PETERBILT OF LACROSS	67.50
1003415	20,768	PITTSBURGH WATER COO	2,939.98

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1003415	20,768	POMP S TIRE #018	125.71
1003415	20,768	PRECISE MRM LLC	120.00
1003415	20,768	PREMIUM WATERS INC	99.70
1003415	20,768	RESSEL'S TOOL TRUCK	115.45
1003415	20,768	RONCO ENGR SALES-LA	103.03
1003415	20,768	SHERWIN INDUSTRIES	1,226.27
1003415	20,768	SUMMIT FIRE PROTECTI	477.57
1003415	20,768	TITAN MACHINERY - LA	4,400.00
1003415	20,768	TITAN MACHINERY - LA	1,593.99
1003415	20,768	UNIFIRST CORPORATION	95.17
1003415	20,768	UNIFIRST CORPORATION	95.48
1003415	20,768	UNIFIRST CORPORATION	95.17
1003415	20,768	UNIFIRST CORPORATION	97.48
1003415	20,768	UNIFIRST CORPORATION	552.67
1003415	20,768	UNIFIRST FIRST AID C	58.10
1003415	20,768	UPS*BILLING CENTER	22.44
1003415	20,768	VERIZONWRLSS*RTCCR V	76.05
1003415	20,768	VERIZONWRLSS*RTCCR V	528.18
1003415	20,768	WISCONSIN KENWORTH -	20.26
1003415	20,768	WISCONSIN KENWORTH -	74.75
1003420	20,768	EFFINGER EQUIPMENT S	1,365.00
1003420	20,768	LA CROSSE MAIL & PRI	10.32
1003430	20,768	516 AUTO VALUE - LA	5.98
1003430	20,768	516 AUTO VALUE - LA	14.75
1003430	20,768	516 AUTO VALUE - LA	44.39
1003430	20,768	516 AUTO VALUE - LA	7.99
1003430	20,768	516 AUTO VALUE - LA	128.88
1003430	20,768	516 AUTO VALUE - LA	35.94
1003430	20,768	516 AUTO VALUE - LA	32.94
1003430	20,768	516 AUTO VALUE - LA	26.99
1003430	20,768	518 AUTO VALUE - LA	15.99
1003430	20,768	BDI USA	1,315.62
1003430	20,768	BDI USA	146.78
1003430	20,768	C & C MACHINE INC	85.00
1003430	20,768	DEBAUCHE TRUCK & DIE	903.48
1003430	20,768	DEBAUCHE TRUCK & DIE	61.82
1003430	20,768	DEBAUCHE TRUCK & DIE	872.54
1003430	20,768	DEBAUCHE TRUCK & DIE	134.44
1003430	20,768	DEBAUCHE TRUCK & DIE	461.19
1003430	20,768	FACTORY MOTOR PARTS	45.99
1003430	20,768	FACTORY MOTOR PARTS	30.40
1003430	20,768	GOODYEAR AUTO SRV CT	75.06
1003430	20,768	GOODYEAR AUTO SRV CT	1,315.92
1003430	20,768	GOODYEAR AUTO SRV CT	647.64
1003430	20,768	IMPERIAL SUPPLIES	205.83
1003430	20,768	LINCOLN CONTRACTORS	119.00
1003430	20,768	MACQUEEN EMERG/EQUIP	169.79
1003430	20,768	MENARDS LA CROSSE WI	1.08

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1003430	20,768	MICHAELS TRUCK EQUIP	233.64
1003430	20,768	O'REILLY 2214	839.51
1003430	20,768	O'REILLY 2214	128.16
1003430	20,768	O'REILLY 2214	89.98
1003430	20,768	O'REILLY 2214	19.58
1003430	20,768	PETERBILT OF LACROSS	162.15
1003430	20,768	PISCHKE MOTORS OF LA	38.86
1003430	20,768	PISCHKE MOTORS OF LA	5.51
1003430	20,768	PISCHKE MOTORS OF LA	254.34
1003430	20,768	PISCHKE MOTORS OF LA	9.26
1003430	20,768	PISCHKE MOTORS OF LA	-13.26
1003430	20,768	POMP S TIRE #018	560.00
1003430	20,768	POMP S TIRE #018	1,774.94
1003430	20,768	PTG OF LA CROSSE	1,825.54
1003430	20,768	RONCO ENGR SALES-LA	251.81
1003430	20,768	RONCO ENGR SALES-LA	33.98
1003430	20,768	RONCO ENGR SALES-LA	33.98
1003430	20,768	SLEEPY HOLLOW FORD	445.62
1003430	20,768	SLEEPY HOLLOW FORD	12.04
1003430	20,768	SLEEPY HOLLOW FORD	79.39
1003430	20,768	SLEEPY HOLLOW FORD	222.16
1003430	20,768	SQ *CUSTOM FAB AND M	165.57
1003430	20,768	TITAN MACHINERY - LA	-19.80
1003430	20,768	WISCONSIN KENWORTH -	62.54
1004010	20,768	ADOBE INC	244.93
1004010	20,768	AMAZON MKTPL*174HC8J	225.33
1004010	20,768	AMAZON MKTPL*252JN6N	15.57
1004010	20,768	AMAZON MKTPL*3L06F6R	303.93
1004010	20,768	AMAZON MKTPL*5N99X97	36.09
1004010	20,768	AMAZON MKTPL*BO8BH9C	69.84
1004010	20,768	AMAZON MKTPL*DX64U37	15.99
1004010	20,768	AMAZON MKTPL*DZ8NF70	79.18
1004010	20,768	AMAZON MKTPL*HB6SS50	22.48
1004010	20,768	AMAZON MKTPL*NH2BF84	19.99
1004010	20,768	AMAZON MKTPL*Q407F6D	877.50
1004010	20,768	AMAZON MKTPL*Q456N6M	34.43
1004010	20,768	AMAZON MKTPL*SX64T4A	164.14
1004010	20,768	AMAZON MKTPL*VM89G6Z	38.40
1004010	20,768	AMAZON MKTPL*Z939M3H	114.86
1004010	20,768	AMAZON MKTPL*PLACE PMTS	-15.98
1004010	20,768	AMAZON MKTPL*PLACE PMTS	-15.67
1004010	20,768	AMAZON RETA* TO64E0F	21.25
1004010	20,768	BOB'S LOCK AND SAFE	16.00
1004010	20,768	EB *LIBRARY MANAGEME	430.65
1004010	17,796	INGRAM LIBRARY SERVI	157.33
1004010	20,768	LWV LA CROSSE AREA	20.00
1004010	20,768	LWV LA CROSSE AREA	2.00
1004010	20,768	QUADIENT INC ORACLE	80.85

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1004010	20,768	SPECTRUM	170.00
1004010	20,768	SPECTRUM	170.00
1004010	20,768	UNIFIRST CORPORATION	71.81
1004010	20,768	UNIFIRST CORPORATION	10.64
1004010	20,768	UNIFIRST CORPORATION	33.36
1004010	20,768	UNIFIRST CORPORATION	33.36
1004010	20,768	UNIFIRST CORPORATION	33.36
1004010	20,768	UNIFIRST CORPORATION	9.31
1004010	20,768	UNIFIRST CORPORATION	36.96
1004010	20,768	UNIFIRST FIRST AID C	64.03
1004010	20,768	USPS KIOSK 564439955	11.80
1004010	20,768	UW CE REGISTRATION C	225.00
1004010	20,768	VERIZONWRLSS*RTCCR V	46.22
1004010	20,768	WISCONSIN LIBRARY AS	495.00
1004015	20,768	AAS SKY PUBLISHING	59.46
1004015	20,768	AMAZON MKTPL*3055H8I	128.89
1004015	20,768	AMAZON MKTPL*9F93X2X	252.58
1004015	20,768	AMAZON MKTPL*9M0YE9J	233.44
1004015	20,768	AMAZON MKTPL*AG2SH80	13.24
1004015	20,768	AMAZON MKTPL*B20AI72	26.99
1004015	20,768	AMAZON MKTPL*FY8T31N	6.00
1004015	20,768	AMAZON MKTPL*YU79L75	33.78
1004015	20,768	AMAZON RETA* 2P3ZM4P	46.20
1004015	20,768	AMAZON RETA* 8O7WC6G	23.89
1004015	20,768	AMAZON RETA* 8X3YT9H	37.16
1004015	20,768	AMAZON RETA* D708213	159.96
1004015	20,768	AMAZON RETA* DL9SP2R	43.37
1004015	20,768	AMAZON RETA* G390IOF	19.99
1004015	20,768	AMAZON RETA* GV7WY8W	79.30
1004015	20,768	AMAZON RETA* IZ6CW6M	18.41
1004015	20,768	AMAZON RETA* OI6AZ5Y	18.41
1004015	20,768	AMAZON RETA* OU4OT1L	53.69
1004015	20,768	AMAZON RETA* PY78V8W	32.64
1004015	20,768	AMAZON RETA* QD1IL24	59.98
1004015	20,768	AMAZON RETA* QD43B7Y	8.46
1004015	20,768	BOTTOM LINE PERSONAL	39.00
1004015	20,768	HOMEDEPOT.COM	119.00
1004015	17,796	INGRAM LIBRARY SERVI	77.63
1004015	17,796	INGRAM LIBRARY SERVI	318.27
1004015	17,796	INGRAM LIBRARY SERVI	301.10
1004015	17,796	INGRAM LIBRARY SERVI	134.48
1004015	17,796	INGRAM LIBRARY SERVI	39.20
1004015	17,796	INGRAM LIBRARY SERVI	513.66
1004015	17,796	INGRAM LIBRARY SERVI	26.25
1004015	17,796	INGRAM LIBRARY SERVI	1,152.17
1004015	17,796	INGRAM LIBRARY SERVI	11.37
1004015	17,796	INGRAM LIBRARY SERVI	424.01
1004015	17,796	INGRAM LIBRARY SERVI	33.06

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1004015	17,796	INGRAM LIBRARY SERVI	314.65
1004015	17,796	INGRAM LIBRARY SERVI	382.59
1004015	17,796	INGRAM LIBRARY SERVI	64.03
1004015	17,796	INGRAM LIBRARY SERVI	183.73
1004015	17,796	INGRAM LIBRARY SERVI	14.19
1004015	17,796	INGRAM LIBRARY SERVI	34.34
1004015	17,796	INGRAM LIBRARY SERVI	347.09
1004015	17,796	INGRAM LIBRARY SERVI	196.22
1004015	17,796	INGRAM LIBRARY SERVI	69.12
1004015	17,796	INGRAM LIBRARY SERVI	503.58
1004015	17,796	INGRAM LIBRARY SERVI	160.14
1004015	17,796	INGRAM LIBRARY SERVI	474.39
1004015	17,796	INGRAM LIBRARY SERVI	238.19
1004015	17,796	INGRAM LIBRARY SERVI	31.75
1004015	17,796	INGRAM LIBRARY SERVI	22.24
1004015	17,796	INGRAM LIBRARY SERVI	128.04
1004015	17,796	INGRAM LIBRARY SERVI	27.28
1004015	17,796	INGRAM LIBRARY SERVI	78.97
1004015	17,796	INGRAM LIBRARY SERVI	201.29
1004015	17,796	INGRAM LIBRARY SERVI	50.04
1004015	17,796	INGRAM LIBRARY SERVI	301.49
1004015	17,796	INGRAM LIBRARY SERVI	102.18
1004015	17,796	INGRAM LIBRARY SERVI	-6.74
1004015	17,796	INGRAM LIBRARY SERVI	7.49
1004015	17,796	INGRAM LIBRARY SERVI	287.67
1004015	17,796	INGRAM LIBRARY SERVI	552.59
1004015	17,796	INGRAM LIBRARY SERVI	559.83
1004015	17,796	INGRAM LIBRARY SERVI	58.39
1004015	17,796	INGRAM LIBRARY SERVI	31.54
1004015	17,796	INGRAM LIBRARY SERVI	78.22
1004015	17,796	INGRAM LIBRARY SERVI	46.64
1004015	17,796	INGRAM LIBRARY SERVI	56.76
1004015	17,796	INGRAM LIBRARY SERVI	428.52
1004015	17,796	INGRAM LIBRARY SERVI	128.01
1004015	17,796	INGRAM LIBRARY SERVI	7.49
1004015	17,796	INGRAM LIBRARY SERVI	39.72
1004015	17,796	INGRAM LIBRARY SERVI	-16.79
1004015	17,796	INGRAM LIBRARY SERVI	350.35
1004015	17,796	INGRAM LIBRARY SERVI	112.00
1004015	17,796	INGRAM LIBRARY SERVI	97.82
1004015	17,796	INGRAM LIBRARY SERVI	536.11
1004015	20,768	LABELCITY	195.74
1004015	20,768	SP HOOVER	-5.79
1004015	20,768	SP HOOVER	-95.24
1004015	20,768	SPORTS ILLUSTRATED	25.00
1004015	20,768	THE HOME DEPOT #4905	119.00
1004015	20,768	THE HOME DEPOT #4905	218.94
1004015	20,768	THE HOME DEPOT #4905	-119.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1004015	20,768	THE HOME DEPOT #4905	-119.00
1004015	20,768	VSP*DEMCO, INC.	186.60
1004015	20,768	WAVE - *LIBRARYHOST	459.66
1004210	20,768	4SEASONSFLORALMAUSTO	75.00
1004210	20,768	4SEASONSFLORALMAUSTO	2.25
1004210	20,768	AMAZON MARK* F181R00	18.19
1004210	20,768	CENTURYLINK LUMEN	23.41
1004210	20,768	DOJ EPAY RECORDS CHE	7.00
1004210	20,768	LA CROSSE MAIL & PRI	0.47
1004210	20,768	MAILCHIMP	234.60
1004210	20,768	VERIZONWRLSS*RTCCR V	36.01
1004215	20,768	ACE OF LA CROSSE	4.36
1004215	20,768	ACI*BRIGHTSPEED	453.45
1004215	20,768	ADVERTISING CONCEPTS	1,468.00
1004215	20,768	AMAZON MKTPL*3K72R30	211.14
1004215	20,768	AMAZON MKTPL*9F7TP3W	108.66
1004215	20,768	AMAZON MKTPL*H79668B	107.80
1004215	20,768	AMAZON MKTPL*UQ9CT46	705.60
1004215	20,768	AMAZON MKTPL*US9Z14K	28.48
1004215	20,768	AMAZON RETA* PD52482	5.99
1004215	20,768	MENARDS LA CROSSE WI	574.94
1004215	20,768	MENARDS LA CROSSE WI	40.86
1004215	20,768	MENARDS LA CROSSE WI	67.84
1004215	20,768	MENARDS LA CROSSE WI	262.40
1004215	20,768	MENARDS LA CROSSE WI	141.19
1004215	20,768	MENARDS LA CROSSE WI	134.28
1004215	20,768	MENARDS LA CROSSE WI	253.72
1004215	20,768	MENARDS LA CROSSE WI	237.77
1004215	20,768	MENARDS LA CROSSE WI	-22.08
1004215	20,768	MENARDS LA CROSSE WI	270.92
1004215	20,768	MENARDS LA CROSSE WI	18.45
1004215	20,768	MENARDS LA CROSSE WI	86.40
1004215	20,768	MENARDS LA CROSSE WI	56.60
1004215	20,768	POMP S TIRE #018	413.31
1004215	20,768	POMP S TIRE #018	47.97
1004215	20,768	PRO DUNK	2,571.00
1004215	20,768	PRO DUNK	1,615.50
1004215	20,768	SPECTRUM	160.00
1004215	20,768	VERIZONWRLSS*RTCCR V	36.01
1004215	20,768	VERIZONWRLSS*RTCCR V	179.86
1004220	20,768	AUSTINAREAARTS.ORG	100.00
1004220	20,768	CHALET LANDHAUS REST	1,558.88
1004220	20,768	FH* LAKE GENEVA CRUI	3,000.00
1004220	20,768	FH* LAKE GENEVA CRUI	-8.00
1004220	20,768	INDEED USI25-0485238	386.01
1004220	20,768	KWIK TRIP #391	2.79
1004220	20,768	NEWGLARUS HISTORY MU	500.00
1004220	20,768	SAMS CLUB #6436	-23.17

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1004220	20,768	SQ *WABASHA CAVES /	255.00
1004220	20,768	WAL-MART #1679	21.94
1004225	20,768	ACI*BRIGHTSPEED	597.96
1004225	20,768	AMAZON MKTPL*1B9016X	27.13
1004225	20,768	AMAZON MKTPL*339CR6I	122.00
1004225	20,768	AMAZON MKTPL*GZ1TJ34	29.35
1004225	20,768	AMAZON MKTPL*MC7ZB8A	244.40
1004225	20,768	AMAZON MKTPL*SH4YR24	32.20
1004225	20,768	BOB'S LOCK AND SAFE	20.90
1004225	20,768	DSPS E SERVICE FEE C	0.45
1004225	20,768	DSPS EPAY ISE	20.00
1004225	20,768	FACTORY MOTOR PARTS	438.90
1004225	20,768	FIRST SUPPLY LA CROS	9.13
1004225	20,768	FIRST SUPPLY LA CROS	6.30
1004225	20,768	IN *GFORCE WRAPS	50.00
1004225	20,768	MENARDS LA CROSSE WI	32.61
1004225	20,768	MENARDS LA CROSSE WI	32.77
1004225	20,768	MENARDS LA CROSSE WI	6.00
1004225	20,768	MENARDS LA CROSSE WI	15.98
1004225	20,768	MENARDS LA CROSSE WI	64.02
1004225	20,768	MENARDS LA CROSSE WI	8.94
1004225	20,768	MENARDS LA CROSSE WI	70.36
1004225	20,768	ORKIN LLC 002	60.00
1004225	20,768	ORKIN LLC 002	43.00
1004225	20,768	ORKIN LLC 002	75.00
1004225	20,768	PITTSBURGH WATER COO	149.55
1004225	20,768	SCHILLING SUPPLY COM	1,070.73
1004225	20,768	TRANE SUPPLY-116412	122.34
1004225	20,768	UNIFIRST CORPORATION	56.35
1004225	20,768	UNIFIRST CORPORATION	53.90
1004225	20,768	VERIZONWRLSS*RTCCR V	37.49
1004230	20,768	TODAYS TREE SERVICE	1,500.00
1004230	20,768	TODAYS TREE SERVICE	1,900.00
1004235	20,768	ACE OF LA CROSSE	99.98
1004235	20,768	ACE OF LA CROSSE	169.99
1004235	20,768	ACI*BRIGHTSPEED	79.80
1004235	20,768	MENARDS LA CROSSE WI	24.99
1004235	20,768	MENARDS LA CROSSE WI	23.38
1004235	20,768	MENARDS LA CROSSE WI	41.29
1004235	20,768	MENARDS LA CROSSE WI	49.52
1004235	20,768	MENARDS LA CROSSE WI	49.90
1004235	20,768	SPECTRUM	140.00
1004235	20,768	SPECTRUM	140.00
1009910	20,768	AMAZON MKTPL*OW8R51Z	19.84
1009910	20,768	AMAZON RETA* 7E6J75D	150.00
1009910	20,768	CVTC CASHIERS OFFICE	750.00
1009910	20,768	DOJ EPAY RECORDS CHE	42.00
1009910	20,768	MED*EMPLIFY HEALTH	86.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
1009910	20,768	MED*EMPLIFY HEALTH	64.00
1009910	20,768	MOTION CONNECTED	495.00
1009910	20,768	SAMSLUB.COM	371.82
1009910	20,768	SAMSLUB.COM	41.32
1009910	20,768	TST*PIZZERIA DOLOROS	40.00
2002085	20,768	PARKING UTILITY SMAR	4.00
2002085	20,768	URBANLANDINTERESTS53	8.00
2303010	20,768	CENTURYLINK LUMEN	7.02
2303010	20,768	VERIZONWRLSS*RTCCR V	20.02
2303080	20,768	AMAZON MKTPL*MG7Z51Q	5.99
2303080	20,768	AMAZON MKTPL*YX8ZC4H	41.93
2303080	20,768	LA CROSSE MAIL & PRI	0.07
2303084	20,768	BOB'S LOCK AND SAFE	35.75
2303084	20,768	MENARDS LA CROSSE WI	55.46
2303084	20,768	MENARDS LA CROSSE WI	33.47
2303084	20,768	MENARDS LA CROSSE WI	48.23
2303084	20,768	PAYPAL *LACROSSEOWN	399.00
2303084	20,768	PAYPAL *LACROSSEOWN	399.00
2604110	20,768	AMAZON MKTPL*O17SO75	35.52
2604110	20,768	AMAZON PRIME*4G1B358	7.49
2604110	20,768	CENTURYLINK LUMEN	10.57
2604110	20,768	INTIX	375.00
2604110	20,768	LA CROSSE MAIL & PRI	0.60
2604110	20,768	PST*TRIPLESEAT	80.00
2604110	20,768	UBER *TRIP	8.86
2604110	20,768	VERIZONWRLSS*RTCCR V	150.64
2604110	20,768	WISCONSIN SOCIETY OF	99.00
2604115	20,768	FACEBK *67LTV8WR2	15.00
2604115	20,768	FACEBK *ASFC2ZLWR2	146.00
2604115	20,768	FACEBK *BENTZW8WR2	90.00
2604115	20,768	FACEBK *CCT5DXGPE2	16.24
2604115	20,768	FACEBK *CQER7WUWR2	26.00
2604115	20,768	FACEBK *G8JF9WQWR2	23.00
2604115	20,768	FACEBK *H7VX6W8WR2	36.00
2604115	20,768	FACEBK *HJNCKWCWR2	10.00
2604115	20,768	FACEBK *HUKDNX8WR2	132.00
2604115	20,768	FACEBK *PASPGXUWR2	109.00
2604115	20,768	FACEBK *PNVFGXYWR2	29.00
2604115	20,768	FACEBK *PUSDFXCPE2	51.35
2604115	20,768	FACEBK *R8LEEWGWR2	10.00
2604115	20,768	FACEBK *RCKDUX4WR2	32.00
2604115	20,768	FACEBK *REQRTYLWR2	54.73
2604115	20,768	FACEBK *T6YATZ4XR2	51.23
2604115	20,768	FACEBK *T9SCVWGWR2	44.00
2604115	20,768	FACEBK *TVHY2YGWR2	120.00
2604115	20,768	FACEBK *UELNEWGWR2	10.00
2604115	20,768	FACEBK *WW9MMX4WR2	23.00
2604115	20,768	FACEBK *WZTEQWQWR2	49.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
2604115	20,768	FACEBK *X24E6X8WR2	99.00
2604115	20,768	FACEBK *XZRZPZLWR2	161.00
2604115	20,768	FACEBK *Z9CSXWCWR2	40.00
2604115	20,768	FESTIVAL FOODS	45.00
2604115	20,768	FESTIVAL FOODS	9.98
2604115	20,768	GOOGLE ADS1564638027	500.00
2604115	20,768	GOOGLE ADS1564638027	480.06
2604115	20,768	POLLSTAR	19.50
2604115	20,768	POLLSTAR	19.50
2604115	20,768	POLLSTAR	19.50
2604115	20,768	THE AVETT BROTHERS	50.00
2604115	20,768	TST*TACO BROZ	134.99
2604120	20,768	AMAZON MKTPL*7W30W1V	133.96
2604120	20,768	AMAZON MKTPL*O17SO75	46.00
2604120	20,768	FESTIVAL FOODS	62.65
2604120	20,768	FESTIVAL FOODS	253.76
2604120	20,768	FESTIVAL FOODS	61.94
2604120	20,768	FESTIVAL FOODS	9.62
2604120	20,768	FESTIVAL FOODS	31.78
2604120	20,768	FESTIVAL FOODS	113.31
2604120	20,768	FESTIVAL FOODS	90.73
2604120	20,768	FESTIVAL FOODS	7.98
2604120	20,768	FESTIVAL FOODS	91.03
2604120	20,768	KRONER'S HARDWARE	298.00
2604120	20,768	MENARDS LA CROSSE WI	180.80
2604120	20,768	MENARDS LA CROSSE WI	73.49
2604120	20,768	MENARDS LA CROSSE WI	43.74
2604120	20,768	PEOPLE'S FOOD CO-OP	23.98
2604120	20,768	PEOPLE'S FOOD CO-OP	73.22
2604120	20,768	PEOPLE'S FOOD CO-OP	276.99
2604120	20,768	WAL-MART #5127	155.73
2604120	20,768	WHENTOWORK INC	650.00
2604120	20,768	WM SUPERCENTER #1679	78.94
2604125	20,768	AMAZON MKTPL*M78905I	55.15
2604125	20,768	AMAZON MKTPL*SB62D1O	100.78
2604125	20,768	KWIK TRIP #761	12.00
2604125	20,768	MENARDS LA CROSSE WI	130.14
2604125	20,768	MENARDS LA CROSSE WI	32.40
2604125	20,768	SCHILLING SUPPLY COM	3,045.97
2604125	20,768	SCHILLING SUPPLY COM	335.51
2604125	20,768	SCHILLING SUPPLY COM	120.18
2604125	20,768	SCHILLING SUPPLY COM	152.96
2604125	20,768	UNIFIRST FIRST AID C	96.26
2703110	20,768	515 AUTO VALUE - LA	19.49
2703110	20,768	516 AUTO VALUE - LA	383.76
2703110	20,768	516 AUTO VALUE - LA	191.88
2703110	20,768	516 AUTO VALUE - LA	87.92
2703110	20,768	516 AUTO VALUE - LA	86.34

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ORG	VENDOR #	VENDOR NAME	AMOUNT
2703110	20,768	516 AUTO VALUE - LA	92.64
2703110	20,768	ABC FLORIDA PARTS CA	317.52
2703110	20,768	AMAZON MKTPL*B44IC4S	143.89
2703110	20,768	AMAZON MKTPL*IW01F1K	36.91
2703110	20,768	AMAZON MKTPL*JU33C2R	76.65
2703110	20,768	AMAZON MKTPL*L17OP4G	141.00
2703110	20,768	AMAZON MKTPL*PE1I74Y	28.35
2703110	20,768	AMAZON MKTPL*W48AB8D	171.12
2703110	20,768	AMAZON.COM*2H8R95HL3	110.99
2703110	20,768	AMAZON.COM*OQ0AL2LO3	68.25
2703110	20,768	APPLIED MSS LLC 6511	536.57
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	99.64
2703110	20,768	BTS*UNIFIRST CORPORA	91.04
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	94.38
2703110	20,768	BTS*UNIFIRST CORPORA	95.55
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	107.26
2703110	20,768	CENTURYLINK LUMEN	4.52
2703110	20,768	COLUMN PUBLIC NOTICE	132.70
2703110	20,768	CUMMINS INC - F5	2,365.37
2703110	20,768	DEBAUCHE TRUCK & DIE	75.00
2703110	20,768	DIAMOND MFG HOT FIRE	77.25
2703110	20,768	DIAMOND MFG HOT FIRE	2,268.75
2703110	20,682	GILLIG LLC	912.50
2703110	20,682	GILLIG LLC	2,288.00
2703110	20,682	GILLIG LLC	739.84
2703110	20,682	GILLIG LLC	1,109.50
2703110	20,682	GILLIG LLC	1,873.72
2703110	20,682	GILLIG LLC	2,225.52
2703110	20,768	HALRON LUBRICANTS IN	567.00
2703110	20,768	HALRON LUBRICANTS IN	572.67
2703110	20,768	LA CROSSE MAIL & PRI	6.83
2703110	20,768	MENARDS LA CROSSE WI	66.47
2703110	20,768	MISSISSIPPI WELDERS	248.91
2703110	20,768	NEW FLYER	116.21
2703110	20,768	NEW FLYER	1,109.97
2703110	20,768	NEW FLYER	8.53
2703110	20,768	NEW FLYER	76.17
2703110	20,768	O'REILLY 2214	101.61

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ORG	VENDOR #	VENDOR NAME	AMOUNT
2703110	20,768	O'REILLY 2214	59.23
2703110	20,768	O'REILLY 2214	-37.60
2703110	20,768	P T WELDING AND DRIV	220.00
2703110	20,768	PETERBILT OF LACROSS	19.00
2703110	20,768	PETERBILT OF LACROSS	386.63
2703110	20,768	PREMIUM WATERS INC	99.70
2703110	20,768	PST*ROCKBOT, INC.	203.99
2703110	20,768	PTG OF LA CROSSE	816.57
2703110	20,768	PTG OF LA CROSSE	816.57
2703110	20,768	RONCO ENGR SALES-LA	6.65
2703110	20,768	SCHILLING SUPPLY COM	126.30
2703110	20,768	SCHILLING SUPPLY COM	109.31
2703110	20,768	SPX GENFARE	362.20
2703110	20,768	SPX GENFARE	125.19
2703110	20,768	UPS*BILLING CENTER	10.89
2703110	20,768	VERIZONWRLSS*RTCCR V	189.04
2703110	20,768	WELCOME BACK BASH 20	40.00
2703110	20,768	WISCONSIN KENWORTH -	7,867.12
2703110	20,768	WISCONSIN KENWORTH -	3,602.99
2703110	20,768	WISCONSIN KENWORTH -	482.52
2703110	20,768	WISCONSIN KENWORTH -	419.58
2703110	20,768	WISCONSIN KENWORTH -	141.64
2902051	20,768	AMAZON MARK* CJ1N57U	30.16
2902051	20,768	AMAZON RETA* MK8IY64	81.90
2902051	20,768	JERSEY MIKES 29040	35.39
2902051	20,768	KALAHARI RESORT - WI	152.99
2902051	20,768	KWIK TRIP #396	43.18
2902051	20,768	LA CROSSE* WI	75.00
2902051	20,768	SOBELMAN S PUB AND G	50.63
2902051	20,768	SYMBOLARTS LLC	152.50
2902051	20,768	TRU BY HILTON WAUKES	261.32
2902051	20,768	TST*HAGEMEISTER PARK	31.45
2902051	20,768	TST*SMOKE ON THE WAT	56.07
2902051	20,768	TST*SMOKE ON THE WAT	1.38
2902051	20,768	UWL CONTINUING ED WE	105.00
2902051	20,768	WESTERN TECH BUSINES	595.00
2902051	20,768	ZOOM.COM 888-799-966	16.99
2902051	20,768	ZOOM.COM 888-799-966	36.86
2902058	20,768	AKC ECOMMERCE	56.00
2902058	20,768	AMAZON MARK* FE2PM5Y	54.36
2902058	20,768	AMERICAN AI 00102755	40.00
2902058	20,768	DD *DOORDASH PANDAEX	24.97
2902058	20,768	DD *DOORDASH WHATABU	32.80
2902058	20,768	DOGGIE BUSINESS	360.00
2902058	20,768	FUN FUR PETS DOG DAY	-4.37
2902058	20,768	HYATT REG DALLAS O E	18.94
2902058	20,768	HYATT REGENCY DALLAS	932.55
2902058	20,768	HYATT REGENCY DALLAS	10.83

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ORG	VENDOR #	VENDOR NAME	AMOUNT
2902058	20,768	HYATT REGENCY DALLAS	6.77
2902058	20,768	HYATT REGENCY DALLAS	4.33
2902058	20,768	HYATT REGENCY DALLAS	10.83
2902058	20,768	HYATT REGENCY DALLAS	25.98
2902058	20,768	HYATT REGENCY DALLAS	10.01
2902058	20,768	HYATT REGENCY DALLAS	5.95
2902058	20,768	HYATT REGENCY DALLAS	10.83
2902058	20,768	HYATT REGENCY DALLAS	12.45
2902058	20,768	HYATT REGENCY DALLAS	6.50
2902058	20,768	MAS STREET TACOS	18.94
2902058	20,768	PACKTRACK	52.50
2902058	20,768	PETCO 0622	115.48
2902058	20,768	RAISE THE WOOF PET R	7.39
2902058	20,768	RAISE THE WOOF PET R	-0.39
2902058	20,768	RUDY'S FEED 'N SEED	71.10
2902058	20,768	TST* MESO MAYA - DOW	47.90
2902058	20,768	UBER *TRIP	33.93
2902058	20,768	UW VETERINARY CARE O	922.25
2902058	20,768	WAGS AND WHISKERS	59.99
2902058	20,768	WAGS AND WHISKERS	57.99
2902059	20,768	FESTIVAL FOODS	17.92
2902059	20,768	FESTIVAL FOODS S	-18.91
2902060	20,768	VERIZONWRLSS*RTCCR V	75.03
2902062	20,768	AMER. MARINE LACR.FU	67.79
2902062	20,768	AMER. MARINE LACR.FU	37.30
2902062	20,768	AMER. MARINE LACR.FU	9.22
2902065	20,768	VERIZONWRLSS*RTCCR V	39.98
2902065	20,768	VERIZONWRLSS*RTCCR V	159.84
2902153	20,768	CLAREY'S SAFETY EQUI	1,013.11
2902153	20,768	TITLETOWNDRONES.COM	-10.95
2902153	20,768	VERIZONWRLSS*RTCCR V	40.49
2902154	20,768	ABC*ECAMPUS ONLN BKS	1,202.20
2902154	20,768	ABC*ECAMPUS VIRT BKS	-376.71
2902154	20,768	ABC*ECAMPUS VIRT BKS	-315.16
2902154	20,768	ABC*ECAMPUS VIRT BKS	-367.59
2902154	20,768	ABC*ECAMPUS VIRT BKS	-138.75
2902154	20,768	AIRGAS - NORTH	406.61
2902154	20,768	AMAZON MKTPL*P496Y7P	66.19
2902154	20,768	GUNDERSEN LTH ADM SV	457.10
2902154	20,768	IN *CHOICE1 HEALTH C	389.25
2902154	20,768	NEIGHBORHOOD FAMILY	60.00
2902154	20,768	NEIGHBORHOOD FAMILY	60.00
2904250	20,768	CENTURYLINK LUMEN	4.03
2904253	20,768	VERIZONWRLSS*RTCCR V	80.45
2904259	20,768	SQ *CUSTOM FAB AND M	45.00
2904268	20,768	516 AUTO VALUE - LA	14.99
2904268	20,768	AMAZON RETA* 2J09L6M	2.61
2904268	20,768	COLUMN PUBLIC NOTICE	116.62

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ORG	VENDOR #	VENDOR NAME	AMOUNT
2904268	20,768	MENARDS LA CROSSE WI	28.97
2904268	20,768	MENARDS LA CROSSE WI	-2.80
2904268	20,768	MENARDS LA CROSSE WI	27.35
2904268	20,768	MENARDS LA CROSSE WI	68.50
2904269	20,768	SPECTRUM	109.99
2904269	20,768	VERIZONWRLSS*RTCCR V	36.01
2904274	20,768	HOLIDAY WHOLESALE IN	290.32
2904274	20,768	HOLIDAY WHOLESALE IN	237.84
2904274	20,768	HOLIDAY WHOLESALE IN	293.08
2904274	20,768	HOLIDAY WHOLESALE IN	84.30
2904274	20,768	HOLIDAY WHOLESALE IN	151.38
2904274	20,768	JUMP START LA CROSSE	1,305.07
2904274	20,768	WM SUPERCENTER #5127	37.80
2904275	20,768	DOMINO'S 2005	101.07
2904275	20,768	FESTIVAL FOODS	13.00
2904275	20,768	KWIK TRIP #391	5.58
2904275	20,768	MICHAELS STORES 5150	11.89
2904275	20,768	MICHAELS STORES 5150	19.86
2904275	20,768	SAMSClub.COM	90.75
2904275	20,768	WAL-MART #1679	18.39
2904275	20,768	WAL-MART #1679	114.39
2904275	20,768	WAL-MART #1679	21.69
2904275	20,768	WAL-MART #5127	27.82
2904275	20,768	WALMART.COM	124.35
2904276	20,768	KWIK TRIP #1126	12.00
2904276	20,768	KWIK TRIP #862	10.24
2904276	20,768	WAL-MART #1679	7.97
2904276	20,768	WM SUPERCENTER #1679	68.90
4020824	20,768	CDW GOVT #AF23L9U	160.82
4020824	20,768	CDW GOVT #BOATHARBOR	43.96
4020824	20,768	CDW GOVT #LACROSSECE	181.57
4020824	20,768	CDW GOVT #LACROSSECE	1,836.91
4020824	20,768	FS COM INC	1,062.10
4022024	20,768	CDW GOVT #PARKS CAME	-370.30
4022125	20,768	BUILDERS FLOORING	4,924.01
4022125	20,768	MENARDS LA CROSSE WI	240.38
4022125	20,768	MENARDS LA CROSSE WI	16.35
4022125	20,768	SP TKO STRENGTH	6,190.00
4115110	20,768	EB *BRIDGING CONNECT	400.00
4115110	20,768	LA CROSSE* WI	60.00
4115110	20,768	MENARDS LA CROSSE WI	94.10
4802110	20,768	HARBOR FREIGHT TOOLS	73.84
4802110	20,768	HARBOR FREIGHT TOOLS	-3.85
4802110	20,768	MENARDS LA CROSSE WI	7.99
4802110	20,768	SOUTHERN ELEVATOR &	595.69
4802110	20,768	SP MOTIS FIRE RESCUE	184.76
4802110	20,768	WPSG, INC.	-178.95
4802195	20,768	516 AUTO VALUE - LA	45.98

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ORG	VENDOR #	VENDOR NAME	AMOUNT
4802195	20,768	ACE OF LA CROSSE	17.99
4802195	20,768	ACE OF LA CROSSE	34.99
4802195	20,768	FIRE SAFETY USA INC	233.90
4802195	20,768	FIREPENNY	524.85
4802195	20,768	MENARDS LA CROSSE WI	132.62
4802195	20,768	MENARDS LA CROSSE WI	290.00
4802195	20,768	SQ *KRATT LUMBER	107.63
4802195	20,768	WPSG, INC.	-90.87
6006010	20,768	ADVANCE LOCAL MEDIA	3,550.00
6006010	20,768	AMAZON MKTPL*L41SQ2X	32.29
6006010	20,768	CENTURYLINK LUMEN	19.70
6006010	20,768	FACEBK *UXZ5KTYC72	41.74
6006010	20,768	FEDEX39911820	38.77
6006010	20,768	FEDEX39912488	26.73
6006010	20,768	FEDEX39912508	40.77
6006010	20,768	GOOGLE *GSUITE_LSEAI	8.08
6006010	20,768	LA CROSSE MAIL & PRI	1.88
6006010	20,768	LA CROSSE* WI	20.00
6006010	20,768	LA CROSSE* WI	20.00
6006010	20,768	MY PLACE HOTEL - EAS	285.54
6006010	20,768	OISHII HIBACHI & SUS	34.73
6006010	20,768	SQ *IRON + GRAIN COF	19.65
6006010	18,504	TELOS CORPORATION	180.50
6006010	20,768	UNIFIRST CORPORATION	163.42
6006010	20,768	UNIFIRST CORPORATION	371.87
6006010	20,768	VERIZONWRLSS*RTCCR V	37.89
6006010	20,768	VERIZONWRLSS*RTCCR V	36.01
6006010	20,768	VERIZONWRLSS*RTCCR V	321.78
6006010	20,768	WISCONSIN AIRPORT MA	525.00
6006015	20,768	LACKORE ELECTRIC	44.60
6006015	20,768	SCHILLING SUPPLY COM	298.72
6006015	20,768	UNIFIRST CORPORATION	136.24
6006015	20,768	VIKING ELECTRIC-LACR	61.76
6006020	20,768	516 AUTO VALUE - LA	24.98
6006020	20,768	516 AUTO VALUE - LA	7.99
6006020	20,768	516 AUTO VALUE - LA	306.94
6006020	20,768	517 AUTO VALUE - ONA	5.82
6006020	20,768	517 AUTO VALUE - ONA	33.98
6006020	20,768	517 AUTO VALUE - ONA	35.34
6006020	20,768	517 AUTO VALUE - ONA	-23.16
6006020	20,768	517 AUTO VALUE - ONA	86.53
6006020	20,768	517 AUTO VALUE - ONA	32.31
6006020	20,768	517 AUTO VALUE - ONA	139.76
6006020	20,768	517 AUTO VALUE - ONA	-85.44
6006020	20,768	517 AUTO VALUE - ONA	8.97
6006020	20,768	517 AUTO VALUE - ONA	28.99
6006020	20,768	517 AUTO VALUE - ONA	37.98
6006020	20,768	517 AUTO VALUE - ONA	-29.99

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ORG	VENDOR #	VENDOR NAME	AMOUNT
6006020	20,768	517 AUTO VALUE - ONA	406.72
6006020	20,768	517 AUTO VALUE - ONA	117.51
6006020	20,768	517 AUTO VALUE - ONA	47.80
6006020	20,768	517 AUTO VALUE - ONA	163.91
6006020	20,768	517 AUTO VALUE - ONA	47.80
6006020	20,768	517 AUTO VALUE - ONA	58.12
6006020	20,768	517 AUTO VALUE - ONA	76.34
6006020	20,768	AMAZON MKTPL*KB9WP8E	99.98
6006020	20,768	BLUEGLOBES LLC	720.58
6006020	20,768	CHEMTEK CORPORATION	1,880.20
6006020	20,768	DEBAUCHE TRUCK & DIE	203.40
6006020	20,768	ICOM	231.70
6006020	20,768	MB COMPANIES	285.73
6006020	20,768	MENARDS LA CROSSE WI	29.86
6006020	20,768	MENARDS LA CROSSE WI	16.97
6006020	20,768	MENARDS LA CROSSE WI	68.97
6006020	20,768	MENARDS LA CROSSE WI	9.43
6006020	20,768	MENARDS LA CROSSE WI	5.28
6006020	20,768	MENARDS LA CROSSE WI	24.37
6006020	20,768	MIDWEST CALEDONIA	228.70
6006020	20,768	MIDWEST CALEDONIA	915.88
6006020	20,768	MIDWEST CALEDONIA	100.83
6006020	20,768	MISSISSIPPI WELDERS	58.80
6006020	20,768	NORTHERN BATTERY 108	174.57
6006020	20,768	O'REILLY 4764	28.45
6006020	20,768	ORKIN LLC 002	142.00
6006020	20,768	ORKIN LLC 002	75.00
6006020	20,768	ORKIN LLC 002	96.00
6006020	20,768	PETERBILT OF LACROSS	209.60
6006020	20,768	SHERWIN-WILLIAMS7038	1,372.50
6006020	20,768	SHERWIN-WILLIAMS7038	-64.95
6006020	20,768	SQ *CREST CONCRETE P	10.00
6006020	20,768	UNIFIRST CORPORATION	112.46
6006020	20,768	UNIFIRST CORPORATION	47.88
6006020	20,768	WISCONSIN KENWORTH -	51.70
6006020	20,768	WISCONSIN KENWORTH -	29.88
6006020	20,768	WISCONSIN KENWORTH -	224.99
6006020	20,768	WISCONSIN KENWORTH -	141.95
6006020	20,768	WISCONSIN KENWORTH -	35.24
6006020	20,768	WISCONSIN KENWORTH -	42.41
6006025	20,768	VIKING ELECTRIC-LACR	107.38
6006030	20,768	517 AUTO VALUE - ONA	33.98
6006030	20,768	LACKORE ELECTRIC	264.67
6006030	20,768	LACKORE ELECTRIC	124.39
6006030	20,768	LACKORE ELECTRIC	509.70
6006030	20,768	MENARDS LA CROSSE WI	35.43
6006030	20,768	ORKIN LLC 002	33.00
6006030	20,768	OVERHEAD DOOR COMPAN	137.03

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ORG	VENDOR #	VENDOR NAME	AMOUNT
6006030	20,768	RONCO ENGR SALES-LA	254.65
6006030	20,768	VIKING ELECTRIC-LACR	1,050.03
6106110	20,768	ACI*BRIGHTSPEED	121.98
6106110	20,768	ACI*BRIGHTSPEED	319.20
6106110	20,768	ACI*BRIGHTSPEED	8.95
6106110	20,768	ACI*BRIGHTSPEED	8.95
6106110	20,768	ACI*BRIGHTSPEED	319.20
6106110	20,768	ACI*BRIGHTSPEED	205.64
6106110	20,768	ACI*BRIGHTSPEED	8.95
6106110	20,768	ACI*BRIGHTSPEED	8.95
6106110	20,768	BOB'S LOCK AND SAFE	24.00
6106110	20,768	DOJ EPAY RECORDS CHE	7.00
6106110	20,768	LA CROSSE MAIL & PRI	74.55
6106110	20,768	MENARDS LA CROSSE WI	31.92
6106110	20,768	MENARDS LA CROSSE WI	63.38
6106110	20,768	MENARDS LA CROSSE WI	31.92
6106110	20,768	MENARDS LA CROSSE WI	9.99
6106110	20,768	MENARDS LA CROSSE WI	31.93
6106110	20,768	MENARDS LA CROSSE WI	146.79
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.48
6106110	20,768	NIC*TRAFFICVIOLREGPR	24.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.06
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.48
6106110	20,768	NIC*TRAFFICVIOLREGPR	3.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	24.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.06
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.66
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.30
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.48
6106110	20,768	NIC*TRAFFICVIOLREGPR	1.62
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.66
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.24
6106110	20,768	NIC*TRAFFICVIOLREGPR	3.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	33.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	15.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	24.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	81.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	33.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	12.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.06
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.78
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.48
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.90
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	3.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	39.00

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ORG	VENDOR #	VENDOR NAME	AMOUNT
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	24.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	45.00
6106110	20,768	PLUNKETTS PEST CONTR	277.75
6106110	20,768	PLUNKETTS PEST CONTR	296.40
6106110	20,768	SQ *DON'S TOWING AND	850.00
6106110	20,768	VERIZONWRLSS*RTCCR V	252.13
6106110	20,768	VERIZONWRLSS*RTCCR V	144.04
6106110	20,768	VERIZONWRLSS*RTCCR V	224.94
6106110	20,768	WWW.UNIVERSALBOOT.CO	3,185.63
6106110	20,768	WWW.UNIVERSALBOOT.CO	1,130.66
6106110	20,768	WWW.UNIVERSALBOOT.CO	2,587.14
6306310	20,768	516 AUTO VALUE - LA	35.95
6306310	20,768	ACE OF LA CROSSE	40.25
6306310	20,768	ACE OF LA CROSSE	29.94
6306310	20,768	AMAZON MARK* IV7NW1N	319.12
6306310	20,768	AMAZON MARK* XH6ZE68	118.78
6306310	20,768	AMAZON MKTPL*886W13B	41.97
6306310	20,768	AMAZON MKTPL*GV88342	47.98
6306310	20,768	AMAZON MKTPL*V96118Z	33.76
6306310	20,768	AMAZON MKTPL*V96118Z	12.50
6306310	20,768	APPLIED MSS LLC 6511	1,081.64
6306310	20,768	CDW GOVT #WASTEWATER	15.00
6306310	20,768	CDW GOVT #WASTEWATER	69.48
6306310	20,768	CENTURYLINK LUMEN	7.65
6306310	20,768	FIRST SUPPLY LA CROS	152.40
6306310	20,768	GRAINGER	266.98
6306310	20,768	MCMASTER-CARR	1,685.71
6306310	20,768	MENARDS LA CROSSE WI	44.94
6306310	20,768	MENARDS LA CROSSE WI	89.98
6306310	20,768	MENARDS LA CROSSE WI	29.97
6306310	20,768	MENARDS LA CROSSE WI	13.49
6306310	20,768	MN POLLUTION CONTROL	500.00
6306310	20,768	MN POLLUTION CONTROL	10.75
6306310	20,768	NUTBUSH CITY LIMITS	416.16
6306310	20,768	NUTBUSH CITY LIMITS	10.40
6306310	20,768	RONCO ENGR SALES-LA	200.32
6306310	20,768	RONCO ENGR SALES-LA	32.70
6306310	20,768	UNIFIRST CORPORATION	56.09
6306310	20,768	UNIFIRST CORPORATION	56.09
6306310	20,768	UNIFIRST FIRST AID C	27.03
6306310	20,768	UPS*BILLING CENTER	8.51
6306310	20,768	VERIZONWRLSS*RTCCR V	1,701.94
6306310	20,768	VERIZONWRLSS*RTCCR V	72.02
6306310	20,768	VERIZONWRLSS*RTCCR V	2,778.34
6306310	20,768	WWOA	275.00
6306310	20,768	WWOA	30.00
6306310	20,768	WWOA	9.63

PCARD DETAIL - SEPTEMBER 2025

ORG	VENDOR #	VENDOR NAME	AMOUNT
6306310	20,768	WWOA	1.05
6306332	20,768	UNISON SOLUTIONS INC	4,450.00
6306334	20,768	COUNTY MATERIALS COR	6,906.36
6306334	20,768	FARRELL EQUIPMENT&SU	719.60
6306334	20,768	FIRST SUPPLY LA CROS	2,958.68
6306336	20,768	NORTHERN BATTERY 108	450.86
6306336	20,768	VERNON ELECTRIC COOP	50.20
6306340	20,768	BDI USA	197.45
6306340	20,768	GRAINGER	138.26
6306340	20,768	GRAINGER	16.61
6306340	20,768	GRAINGER	93.01
6306340	20,768	GRAINGER	129.76
6306340	20,768	GRAINGER	141.14
6306340	20,768	GRAINGER	380.54
6306340	20,768	GRAINGER	30.26
6306340	20,768	GRAINGER	883.42
6306340	20,768	GRAINGER	33.65
6306340	20,768	MENARDS LA CROSSE WI	338.00
6406410	20,768	ACE OF LA CROSSE	59.99
6406410	20,768	AMAZON MKTPL*B85DN3Y	78.01
6406410	20,768	AMAZON MKTPL*MA3JY6P	25.98
6406410	20,768	AMAZON MKTPL*UD3BD8D	5.99
6406410	20,768	AMAZON MKTPL*US3AI4M	68.98
6406410	20,768	AMAZON MKTPLACE PMTS	-26.99
6406410	20,768	AMAZON MKTPLACE PMTS	-22.99
6406410	20,768	AMAZON.COM*NU4R76EO3	32.37
6406410	20,768	AMAZON.COM*R20YV1UO3	7.97
6406410	20,768	AMAZON.COM*Y80CH0093	30.58
6406410	20,768	CENTURYLINK LUMEN	11.62
6406410	20,768	COSTCO GAS #1121	27.01
6406410	20,768	COSTCO WHSE #1121	7.36
6406410	20,768	COSTCO WHSE #1121	9.79
6406410	20,768	COSTCO WHSE #1121	18.21
6406410	20,768	COSTCO WHSE #1121	11.99
6406410	20,768	FARRELL EQUIPMENT&SU	152.98
6406410	20,768	FIRST SUPPLY LA CROS	687.83
6406410	20,768	KOHL'S #0048	125.00
6406410	20,768	KWIK TRIP #187	2.31
6406410	20,768	KWIK TRIP #187	3.37
6406410	20,768	KWIK TRIP #187	4.78
6406410	20,768	MADISON CAMBRIA SUIT	196.00
6406410	20,768	MADISON CAMBRIA SUIT	196.00
6406410	20,768	MENARDS LA CROSSE WI	63.90
6406410	20,768	MENARDS LA CROSSE WI	240.12
6406410	20,768	MENARDS LA CROSSE WI	28.95
6406410	20,768	MENARDS LA CROSSE WI	160.00
6406410	20,768	MENARDS LA CROSSE WI	15.99
6406410	20,768	MENARDS LA CROSSE WI	64.96

PCARD DETAIL - SEPTEMBER 2025

ORG	VENDOR #	VENDOR NAME	AMOUNT
6406410	20,768	MENARDS LA CROSSE WI	7.38
6406410	20,768	MENARDS LA CROSSE WI	87.84
6406410	20,768	MENARDS LA CROSSE WI	384.76
6406410	20,768	MENARDS LA CROSSE WI	57.14
6406410	20,768	MENARDS LA CROSSE WI	46.35
6406410	20,768	MENARDS LA CROSSE WI	40.99
6406410	20,768	MENARDS LA CROSSE WI	21.99
6406410	20,768	MENARDS LA CROSSE WI	42.86
6406410	20,768	MENARDS LA CROSSE WI	81.70
6406410	20,768	MONONA TERRACE	15.00
6406410	20,768	MOOYAH 283	32.02
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	NIC*WI EMV PUBLIC	3.98
6406410	20,768	RADWELL INTERNATIONA	226.00
6406410	20,768	RONCO ENGR SALES-LA	56.10
6406410	20,768	RONCO ENGR SALES-LA	63.51
6406410	20,768	RONCO ENGR SALES-LA	100.80
6406410	20,768	SUMMIT FIRE PROTECTI	525.00
6406410	20,768	THE BUCKLE ECOM	104.42
6406410	20,768	THENITTYGRITTY	49.54
6406410	20,768	UNIFIRST FIRST AID C	54.31
6406410	20,768	VERIZONWRLSS*RTCCR V	155.96
6406410	20,768	VERIZONWRLSS*RTCCR V	20.02
6406410	20,768	VERIZONWRLSS*RTCCR V	40.04
6406410	20,768	VERIZONWRLSS*RTCCR V	586.08
6406410	20,768	ZORO TOOLS INC	14.95
6406410	20,768	ZORO TOOLS INC	53.79
6406432	20,768	516 AUTO VALUE - LA	12.99
6406432	20,768	ACE OF LA CROSSE	3.71
6406432	20,768	AMAZON MKTPL*FU22U2B	323.72
6406432	20,768	MCMMASTER-CARR	24.21
6406432	20,768	MENARDS LA CROSSE WI	29.99
6406432	20,768	MENARDS LA CROSSE WI	132.94
6406432	20,768	VERIZONWRLSS*RTCCR V	121.47
6406432	20,768	VERIZONWRLSS*RTCCR V	279.72
6406434	20,768	KWIK TRIP #624	300.00
6406434	20,768	RONCO ENGR SALES-LA	28.31
6406434	20,768	USABUEBOOK	821.40
6406436	20,768	AMAZON MKTPL*B23DK10	117.50
6406436	20,768	AMAZON MKTPL*ZX0A66B	35.40
6406436	20,768	DECKER SUPPLY CO INC	931.35
6406436	20,768	MENARDS LA CROSSE WI	33.21
6406436	20,768	MENARDS LA CROSSE WI	83.37

PCARD DETAIL - SEPTEMBER 2025

ORG	VENDOR #	VENDOR NAME	AMOUNT
6406436	20,768	ZORO TOOLS INC	79.30
6406438	20,768	LA CROSSE MAIL & PRI	58.83
6456495	20,768	MENARDS LA CROSSE WI	25.76
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6456495	20,768	NIC*WI EMV PUBLIC	169.50
6506510	20,768	PY *GAMES PEOPLE PLA	55.00
6506524	20,768	COUNTY MATERIALS COR	5,902.40
6506524	20,768	COUNTY MATERIALS COR	14,741.89
6506524	20,768	FARRELL EQUIPMENT&SU	719.60
6506526	20,768	GRAINGER	142.06
6506530	17,785	HACH COMPANY	113.00
6506534	20,768	HALRON LUBRICANTS IN	45.12
6506534	3,238	ZARNOTH BRUSH WORKS	4,704.00
8009910	20,768	MIDLANDPAPER.COM	1.77
8100210	20,768	LA CROSSE MAIL & PRI	4.22
		TOTAL	<u>\$359,345.15</u>

Monthly Estimates for October 2025						
	CONTRACTOR	CONTRACT NAME	JOB #	September 2025 ESTIMATE AMOUNT	CONTRACT AMOUNT	CONTINGENCY AMT
1	C.D. Smith Construction (PARTIAL FINAL)	2021 Wastewater Treatment Facility Upgrades	WWTP-21-48	1,032,271.52	58,396,935.00	2,919,847.00
2	Gerke Excavating (PARTIAL FINAL)	Smith Valley Storm Improvements	STRM-24-35	5,589.70	211,002.81	23,997.19
3	Fowler & Hammer, Inc. (FINAL)	2025 Annual Miscellaneous Alley Pavement Replacement	CURB-25-11	1,932.64	41,265.50	6,189.82
4	Dakota Supply Group (FINAL)	Hintgen Neighborhood Pedestrian Lighting	LITG-25-08	1,872.00	39,090.00	-
5	Pember Companies, Inc. (FINAL)	Pammel Creek Repairs Phase 1 Project	MISC-25-02	7,954.36	131,515.25	19,727.28
6	Badger Environmental & Earthworks, Inc (FINAL)	15th & Vine Streets - LRIP	PAVE-25-03	22,084.22	659,048.95	98,857.34
7	Gerke Excavating (FINAL)	SSE Music Sanitary Lateral	SANS-25-20	2,399.31	95,409.20	-
8	Gerke Excavating (FINAL)	Mormon Coulee Force Main	SANS-24-47	26,032.78	1,071,244.22	128,755.78
9	Gerke Excavating (FINAL)	Smith Valley Storm Improvements	STRM-24-35	-	211,002.81	23,997.19
10	Pember Companies, Inc. (FINAL)	Pammel Creek Footbridge	MISC-25-24	1,808.24	74,196.00	-
11	C.D. Smith Construction (PARTIAL FINAL)	2021 Wastewater Treatment Facility Upgrades	WWTP-21-48	1,032,271.52	58,396,935.00	2,919,847.00
12	Eco Concrete Company (PARTIAL FINAL)	Downtown Streetscaping & Tree Planting	LITG-24-10	15,700.85	622,729.68	-
13	Gerke Excavating	Mormon Coulee Force Main	SANS-24-47	23,467.21	1,071,244.22	128,755.78
14	Market & Johnson, Inc.	La Crosse Public Library Interior Renovation	BLDG-25-19	195,092.83	1,693,500.00	254,025.00
15	Chippewa Concrete Services, Inc	Rose Street & St James Street Streetscape and Reconstruction	CURB-24-29	27,515.18	575,876.33	86,381.45
16	Fowler & Hammer, Inc.	Hintgen Neighborhood Pedestrian Lighting	LITG-25-08	34,069.11	134,428.32	3,386.68
17	McCabe Construction, Inc.	7th Street - Ferry Street to Market Street	CURB-25-14	36,808.20	198,780.90	29,266.53
18	Fowler & Hammer, Inc.	Lnag Drive Bridge Approach Slabs Reconstruction	BRDG-25-09	71,919.26	133,849.00	20,077.30
19	Fowler & Hammer, Inc.	28th Street S - Main Street to Cass Street	CURB-25-31	75,288.38	650,410.15	97,561.51
20	Fowler & Hammer, Inc.	Highland Steet - Dead End West to 26th Street	CURB-25-16	54,005.46	171,326.10	25,698.91
21	BKC Construction LLC	Ward Ave Water Main Replacement	WATR-25-27	148,038.23	269,557.53	20,442.47
22	A-1 Excavating, LLC	St. Andrew Street Reconstruction - Prospect Street to Dead End East	CURB-25-29	89,107.20	699,261.00	93,301.35
23	Chippewa Concrete Services, Inc	Causeway Boulevard Reconstruction	MISC-23-48	245,873.80	3,675,564.14	77,935.86
24	WSP USA	Reconstruction of Monitor Street - Rose Street to Lang Drive (STP Urban)	AGRE-23-11	477.25	196,369.39	-
25	Mead & Hunt, Inc.	Losey Boulevard (HISP)	AGRE-24-30	19,401.21	319,998.81	-
26	Short Elliott Hendrickson, Inc.	Brine Tank Design	AGRE-23-45	6,541.24	353,862.00	-
27	Mead & Hunt, Inc.	6th Street Reconstruction (STP-URBAN)	AGRE-22-35	5,390.58	224,445.77	-
28	Donohue & Associates, Inc.	Hwy 16 Transmission Main Design-Amendment 2	AGRE-24-41	126,991.04	492,480.00	-
29	IMEG Consultants Corporation	La Crosse Public Library HVAC Upgrades	AGRE-25-10	5,000.00	62,500.00	-
30	Jewel Associates Engineers, Inc.	2025 Bridge Rehabilitation Project	AGRE-25-34	5,820.00	97,000.00	-
31	WSP USA	Green Bay St - 9th Street to 14th Street (STP Urban)	AGRE-25-32	4,000.15	188,780.00	-
32	Fahrner Asphalt Sealers LLC	2025 Street Painting (Long Lines)	MISC-25-33	89,751.02	130,575.15	-
33	Pember Companies Inc	Pammel Creek Footbridge	MISC-25-24	70,521.51	74,196.00	-
34	A-1 Excavating, LLC	St. Andrew Street Reconstruction - Prospect Street to Dead End East	CURB-25-29	364,351.65	699,261.00	93,301.35

Monthly Estimates for October 2025						
	CONTRACTOR	CONTRACT NAME	JOB #	September 2025 ESTIMATE AMOUNT	CONTRACT AMOUNT	CONTINGENCY AMT
				3,849,347.65	132,063,640.23	7,071,352.79



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1230

Agenda Date: 10/9/2025

Version: 1

Status: Agenda Ready

In Control: Common Council

File Type: Appointment



OFFICE OF THE MAYOR
LA CROSSE

October 9, 2025

FILE ID #25-1230

Dear Members of the Common Council:

This will serve to notify you that I am making the following appointment. Please be advised that the City Attorney, Mayor and City Clerk review all of the terms of each appointed office. This appointment is based on the best available information at this time and are subject to continued review. Any updates or corrections may be made at a future time based on their findings.

Heritage Preservation Commission

Appoint Eric Garland to fulfill the remainder of a term to expire on June 12, 2027.

International Committee

Reappoint Irene Barmore for a three (3) year term ending October 9, 2028.

Municipal Transit Utility Board

Reappoint Andrew Ericson for a two (2) year term ending October 9, 2027.

Confirmation of the above appointments is needed and will be appreciated.

Sincerely,

Mayor Shaundel

SWS:as

CC: Sondra Craig, Deputy Clerk
Brenda Buddenhagen, Paralegal



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0038

Agenda Date: 10/9/2025

Version: 1

Status: Agenda Ready

In Control: Common Council

File Type: Resolution

Report of Bids and Resolution awarding contract to Market & Johnson, Inc. in the amount of \$719,359.00 for the City of La Crosse Fire Station #3 Renovations project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of \$719,359.00 of Market & Johnson, Inc. on the 2nd day of October, 2025 for the performance of the following public work, to-wit:

Fire Station #3 Renovations project

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of \$719,359.00, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

CIP 981 (NDI)	\$719,359.00
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BE IT FURTHER RESOLVED that the sum of \$107,903.85, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

CIP 981 (NDI)	\$107,903.85
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as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.



City of La Crosse Engineering

400 La Crosse Street

La Crosse, WI 54601

Phone (608) 789-7505

Fax (608) 789-8184

10/02/2025

PROJECT: City of La Crosse Fire Station #3 Renovation

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **City of La Crosse Fire Station #3 Renovation** project:

Market & Johnson, Inc La Crosse, WI	\$719,359.00
Fowler & Hammer, Inc La Crosse, WI	\$734,900.00
Brickl Bros., Inc West Salem, WI	\$736,200.00
Wieser Brothers General Contractor, Inc. La Crescent, MN	\$778,800.00
Americon Tomah, WI	\$802,744.00
Brennan Construction of MN, Inc. Mankato, MN	\$861,000.00

The Director of Engineering & Public Works recommends awarding the bid for the **City of La Crosse Fire Station #3 Renovation** project to **Market & Johnson, Inc.** in the amount of **\$719,359.00**,

Sincerely,

Matthew Gallagher
Director of Engineering & Public Works

MG:mh



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1157

Agenda Date: 10/9/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing Capital Equipment purchases for the Street Department as part of the approved 2026 Capital Improvement Plan

RESOLUTION

WHEREAS, the Capital Improvement Plan for 2026-2030 approved equipment requests for the purchase of large equipment vehicles and items, as well as construction of projects, by various departments, as adopted by the Common Council as Resolution 25-0637; and

WHEREAS, the Street Superintendent has assessed that roadway construction needs can be met with multiple specialized pieces of equipment for roadway construction and for maintenance, plowing, and salting, utilizing the approved levels of funds in the Capital Equipment Budget; and

WHEREAS, due to the long lead times and time-sensitive nature of securing quotes for delivery of large vehicles and/or equipment to commit to future delivery; and

WHEREAS, estimates from vendors will allow the purchase of vehicles and/or equipment as approved in the Capital Equipment budget and those listed herein, upon timely commitment to the purchases.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes the use and/or reallocation of Capital funds for the following:

- Use of up to one-half of funds (not to exceed \$408,100) *from* 2026 CIP E86 (Tandem); *to* CIP E87, for purchase of up to three (3) additional (Single Axle) – (5 total).
- Utilize all funds (\$205,000) *from* 2026 CIP E319 (Pavement Roller); *to* the purchase of two pieces of roller equipment – one pavement roller and one subgrade roller/soil compactor roller – for the same total funds.

BE IT FURTHER RESOLVED that City staff are hereby authorized 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



OFFICE OF THE MAYOR
LA CROSSE

25-1157

September 23, 2025

I hereby approve the submitting of the attached Legislation “Resolution authorizing Capital Equipment purchases for the Street Department as part of the approved 2026 Capital Improvement Plan” to be considered at the Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1158

Agenda Date: 10/9/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing use of Street Department operating budget funds for the purchase of large Capital Equipment in 2025 for multi-department use

RESOLUTION

WHEREAS, the Capital Improvement Plan for 2026-2030 approved equipment requests for the purchase of large equipment vehicles and items, as well as construction of projects, by various departments, as adopted by the Common Council as Resolution 25-0637; and

WHEREAS, the Street Superintendent has assessed that an item of need, as part of maintenance and construction operations is not in the Capital Equipment Budget, but can be purchased immediately with unused operating budget funds; and

WHEREAS, a brush chipper can be used by Street Department for Christmas tree pickup and brush pickup to conduct work with increased worker safety and efficiency, by the Sewer Department for maintenance of grounds at its twenty-seven citywide lift station sites and the WWTP, and by the Water Department at its thirteen well, reservoir, and booster station sites and the Myrick Pump House site.

WHEREAS, due to the long lead times and time-sensitive nature of securing quotes for delivery of large vehicles and/or equipment to commit to future delivery; and

WHEREAS, estimates from vendors will allow the purchase of vehicles and/or equipment as listed herein, upon timely commitment to the purchases.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes the use and/or reallocation of Operating Funds *from*:

- Account 100-20-34-3420-521130 Garbage Services

BE IT FURTHER RESOLVED that the following purchases are hereby approved, with funds as noted above, to

- Purchase of one (1) Brush Chipper \$90,000

BE IT FURTHER RESOLVED that City staff are hereby authorized 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



OFFICE OF THE MAYOR
LA CROSSE

25-1158

September 30, 2025

I hereby approve the submitting of the attached Legislation “Resolution authorizing use of Street Department operating budget funds for the purchase of large Capital Equipment in 2025 for multi-department use” to be considered at the Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1130

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution appropriating additional funds for sidewalk and restoration as part of the citywide sidewalk infill program (CIP #762).

RESOLUTION

WHEREAS, City of La Crosse CIP Projects Budgets approve Public Works projects, including CIP #762, a program to continue building out infrastructure for sidewalk; and

WHEREAS, construction in 2025 requires additional funds to complete installation of sidewalk, including lawn restoration for residents in District #12, the Hintgen Neighborhood area; and

WHEREAS, the proposed project for sidewalk infill on Green Bay Street (CIP #527) has funds available due to efficiencies installing sidewalk with the roadway project for Green Bay Street; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the reallocation of additional funding as detailed herein.

BE IT FURTHER RESOLVED that Common Council hereby authorizes allocation of additional funding *from*:

CIP #527, Green Bay St sidewalk infill (Borrowing)	\$25,000
--	----------

And allocating those funds *to*:

CIP #762, citywide sidewalk infill (Borrowing)	\$25,000
--	----------

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



CITY OF LA CROSSE

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

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: 25-1134

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution to re-allocate unused funds from completed Capital purchases and/or projects to previously approved and newly requested capital equipment purchases for the Stormwater Utility.

RESOLUTION

WHEREAS, the La Crosse Stormwater Utility has a number of capital equipment purchases in 2024 and 2025, with excess funds remaining, and said funds may be re-allocated toward other capital equipment needs; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on capital equipment with additional needs, subject to Common Council approval.

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

WHEREAS, the following previously approved budgets have been purchased or cancelled and have utility funds available:

2024 #E264 – Vac Truck	\$212,815.93
2024 #E303 - Self Priming Storm Pump	\$ 21,147.75
2025 #E253 - Hook Truck	\$ 49,570.54
 Total unused funds	 \$283,534.22

WHEREAS, the following previously approved capital equipment budgets require additional funds:

2024 #E191 – Mini Excavator	\$ 38,323.00
2025 #E391 – Stormwater Skid Loader Trailer	\$ 8,589.00
2026 #447 - Street Sweeper	\$ 50,000.00
 Total required funds for underfunded capital equipment	 \$ 96,912.00

WHEREAS, due to ongoing assessment of equipment needs, the utility requests re-appropriating additional unused funds to the following new equipment requests:

2025 New #1 – Hook containers for new hook truck	\$ 40,000.00
2025 New #2 – Conex Box for cold Storage	\$ 7,000.00
2025 New #3 - Hook Truck Retrofit 2019 single axle #27	\$ 60,000.00
2025 New #4 – Rehab of 1995 stormwater vacuum truck #5	\$125,000.00
 Total required funds for new immediate capital equipment needs	 \$232,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the re-allocation of \$283,534.22 in unused funds from the above listed of completed purchases, to cover \$96,912.00 in underfunded equipment and \$186,622.22 to the unplanned equipment needs.

BE IT FURTHER RESOLVED, that an additional \$45,377.78 of unbudgeted funds be appropriated from the Stormwater Utility Fund 650 to cover the remaining funds needed for unplanned equipment needs.

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



CITY OF LA CROSSE

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

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: 25-1135

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution to re-allocate unspent Capital funds from completed purchase and/ or projects to underfunded and unplanned capital equipment needs for the Sanitary Sewer Utility.

RESOLUTION

WHEREAS, the La Crosse Stormwater Utility has a number of capital equipment purchases in 2024 and 2025, with excess funds remaining, and said funds may be re-allocated toward other capital equipment needs; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on capital equipment with additional needs, subject to Common Council approval.

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

WHEREAS, the following previously approved budget items have been purchased or cancelled and have utility funds available:

2023 #E300 – Thickened Waste Activated Sludge Pump	\$ 75,000.00
2023 #E301 – Biosolids Building Pressure Washer System	\$ 320.00
2025 #E389 - Manhole Inspection Camera	\$ 10,447.50
2025 #E393 - Core & Pore Manhole Cutter	\$ 14,026.00
2025 #E395 - Root Removal Chain Scraper	\$ 15,000.00
Total unused funds	\$114,793.50

WHEREAS, the following previously approved capital equipment budgets require additional funds:

2024 #E343 – Combination Jet/Vac Truck	\$75,000.00
Total required funds for underfunded capital equipment	\$75,000.00

WHEREAS, due to ongoing assessment of equipment needs, the utility requests re-appropriating additional unused funds to the following new equipment requests:

2025 New #1 – 40 Yard Hook Dumpster for biosolid management	\$ 9,000.00
2025 New #2 – Conex Box for Cold Storage	\$ 7,000.00
2025 New #3 – Purchase used 2004 Ford Ranger from Park Dept	\$ 1,000.00
Total required funds for new immediate equipment needs	\$17,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the re-allocation of funds from the above listed completed purchases, to the above listed equipment requiring additional funds.

BE IT FURTHER RESOLVED that any fund balances remaining from the reallocations herein shall be released from obligation and/or made available for use within their respective funds by the appropriate utilities.

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



CITY OF LA CROSSE

400 La Crosse Street
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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: 25-1054

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Not Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

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

RESOLUTION

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

WHEREAS, the Mayor's office has determined a need to add and remove positions within the department to continue to meet the needs of City operations.

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

- REMOVE one (1) position of exempt Communications Coordinator, Grade 11, step 4, \$79,248.00 annually effective December 4th, 2025.
- Add pay Grade 21 to the non-represented pay scale with a range of \$143,707.20 (Step 1) to \$188,531.20 (Step 11) annually effective December 4th, 2025.
- ADD one (1) position of exempt, Director of Operations, Grade 21, salary range of \$143,707.20 (Step 1) to \$188,531.20 (Step 11) annually effective December 19th, 2025.

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective the dates listed above, and the Director of Human Resources and the Mayor are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789CITY
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



Name			
Position Title	Director of Operations	Department	Mayor
FLSA	Exempt	Reports To	Mayor
Pay Grade	21	Unit	Non-represented

Purpose of Position

Under the direction of the Mayor, the Director of Operations performs a variety of professional-level duties to coordinate the operational duties of the office of the Mayor. Responsibilities include representing and participating in meetings and events on behalf of the Mayor; researching and responding to constituent requests for information and resolving complaints; collaborating and connecting with council members, conducting research studies and reviewing projects on a wide variety of municipal projects; preparing and submitting oral and written reports and recommendations; and assisting the Mayor in evaluating City plans, policies, and objective by performing research, review of materials, and assembly of factual information. In addition, the Director of Operations represents the Mayor's office at meetings, when required and appropriate; attend City Council meetings; researches, responds to, and prepares correspondence; coordinates appointments and reappointments of citizen advisory boards and other committee appointments with Mayor's approval; and communicates with City management on sensitive and/or confidential issues received by the Mayor's office.

Supervision

Director of Operations performs highly responsible work of a complex nature requiring the exercise of considerable judgement, initiative, and attention to detail.

The Director of Operations works under the policy direction of the Mayor and works closely with the members of the Common Council.

The Director of Operations may supervise department heads and administrative staff at the discretion of the Mayor.

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.

Operations

- Work closely with the Common Council and the Mayor to lead, develop and oversee the implementation of a strategic plan to address an urgent issue within the City which requires immediate response; establish priorities informed by data analysis and equity-based decision-making.
- Facilitates the operations of the City in accordance with City Ordinances, City Charter, and all state and federal laws. Serves as a liaison between the Mayor and department heads, keeping the Mayor apprised of departmental activities; provides oversight of professional contractors and consultants as needed; assists departments with resolution issues requiring the attention of the Mayor; monitors and evaluates progress of departments towards goals and objectives of the Administration.
- Performs financial and managerial analyses for the Mayor and City Council, as required by the Mayor pertaining to City operations and programs; evaluates data and makes recommendations based on findings; prepares financial

reports and projections; and makes necessary presentations to the Mayor and as needed, to the City Council and other interested parties.

- Collaborates with the Director of Finance to develop the annual operating and capital budgets; prepares the annual budget document in coordination with the Director of Finance; reviews departmental budget requests for inclusion in the Mayor's recommendation to the City Council; ensures compliance with all legal and procedural requirements.
- Assists the Mayor with strategic and long-range planning for the City by participating in planning efforts at the local and regional level; keeps the Mayor apprised of developments at the state and federal level that impact the City; monitors pending legislation for impact on the City; oversees compliance with new legislation.
- Facilitates problem solving at all levels in the organization by working with department heads and senior management to ensure effective coordination and cooperation among departments; coordinates the continuous review of interdepartmental process for quality control and improvement; responds to inquiries from the public regarding issues unresolved at the department level.
- Coordinates special projects for the City, including the planning, design, implementation, and evaluation of projects, management studies, introduction of new programs, and various professional services. Will assist with defining the scope of work, identifies and ensures proper allocation of financial, material, and human capital committed to the project; formulates solutions and resolves problems; facilitates implementation of the project; and provides administrative support to the project as needed.

Public Service

- Serves as the Mayor's liaison to the Common Council. Attends all meetings of the City Council; briefs the Council on pending agenda items and other City issues; responds to inquiries and provides Council Members with information on the status of City operations and projects; provides analysis as needed to assist the Mayor and Council to make informed policy decisions; and provides administrative support to the Mayor.
- Represents the Mayor and the City at various meetings, functions and events by serving as a liaison to various civic and governmental organizations and committees, taskforces, boards, and commissions. Communicates regularly with officials from other municipalities, chambers of commerce, authorities, and commissions; provides information about City operations; participates in discussions and decisions and keeps the Mayor apprised of such activities.
- Develop a framework for community engagement regarding efforts and activities, including priorities, timelines, and methods for sharing information internally; oversee community outreach and the development of collaborative community partnerships that reflect the urgent and complex issues within the La Crosse community.

Communications

- Creates and maintains communication programs and initiatives to ensure public and internal awareness and understanding of key City initiatives and current projects.
- Proactively identifies opportunities to leverage a range of outreach tools and technology to connect with residents and enable interdepartmental collaboration.
- Partners with City departments and provides strategic direction for the City's social media presence, including engaging with constituents both proactively and responsively as necessary.
- Collaborates with the Information Technology department to develop and maintain the City's website.
- Coordinates Citywide external communications and ensures messages have clarity and consistency.
- Manages media relations for the Office of the Mayor and other City departments as appropriate, including writing and editing press releases.

Grant Writing

- Identify potential funding opportunities aligned with the City’s strategic initiatives.
- Responsible for researching, drafting, and submitting proposals to secure funding from government agencies, foundations, and other funding sources.
- Responsible for writing clear and compelling grant proposals tailored to the specific funding provider.
- Collaborate with City staff, finance and City leadership to develop narratives, complete applications and ensure timely submission of high-quality grant applications and reports.
- Maintain organized and up-to-date records of all submitted proposals, awarded grants, declined proposals and funder communications.

Supervision

- May supervise department heads and administrative staff at the discretion of the Mayor.
- May participate in the hiring, training, performance evaluations, and discipline of City leadership personnel; establishes policies and procedures for all City functions; oversees and participates in the resolution of inquiries and complaints from the public and other organizations.

Additional Duties & Responsibilities

- Regular and predictable attendance.
- Other duties as assigned by the Mayor.

Minimum Training & Experience Requirements

- Bachelor’s degree from an accredited college or university with major course work in business administration, public administration, or related field
- AND
- Ten (10) years of experience of increasing responsibility in administering public programs, including five (5) years of leadership experience in a complex and diverse organization to include experience leading organizational change, supervising staff, measuring success, building equitable and inclusive processes, leading with equity in strategic and daily operations, and serving diverse underserved communities and stakeholders.
 - Demonstrated proficiency in computer software such as Microsoft Office Word, Excel, Outlook, etc. required.
 - Valid driver’s license required.

Knowledge, Skills and Abilities

- Extensive knowledge of all aspects of municipal management including procurement, financial management, and budgeting and relevant Wisconsin general law is required.
- Ability to interact objectively and professionally with the public, state, and local officials and co-workers.
- Ability to lead and direct Department Heads.

- Ability to analyze and interpret data and to clearly communicate findings to decision-makers.
- Ability to communicate effectively in written and oral form before public groups and elected officials.
- Ability to manage several projects at one time.
- Ability to develop City-wide plans, policies and procedures related to the City's operations and Mayor's directives.
- Ability to maintain confidential information.
- Excellent verbal and written communication and organizational skills.
- Aptitude for working with people and maintaining effective working relationships with various groups.
- Aptitude for attention to detail and skills in dealing with the public.
- Skills in planning, project management and delegation.

Physical and Mental Requirements

The work is performed primarily of an intellectual nature but requires a variety of physical capabilities. While performing the duties of this position, the employee is frequently required to sit, stand, walk, use hands, and talk or hear; occasionally required to kneel, handle objects; and reach with hands and arms. The position often involves moving from a sitting position to a standing position for desk work. The employee must occasionally lift and/or move up to 10 pounds and rarely has a lift and/or move up to 25 pounds. Specific vision abilities required for this position include close and distance vision. The position requires the ability to operate a keyboard at efficient speed.

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.



OFFICE OF THE MAYOR
LA CROSSE

25-1054

September 2, 2025

I hereby approve the submitting of the attached Legislation "Resolution approving a reorganization to the table of positions and classifications for department of the Mayor" to be considered at the Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel

Elsen, Nikki

From: Goggin, Erin
Sent: Wednesday, September 3, 2025 6:52 PM
To: Elsen, Nikki
Subject: FW: City manager

Can you add this to legistar?

Thanks

Erin

From: Chester Hilton <cfhilton@yahoo.com>
Sent: Wednesday, September 3, 2025 6:22 PM
To: Goggin, Erin <goggine@cityoflacrosse.org>
Subject: City manager

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

Hi Ms. Goggin

First of all, thank you for your service to the 2nd ward. I really appreciate all you do to represent the area.

I see on the news that our new mayor would like to hire a city manager. The little bit that was on the news made it sound like the duties of this person are in my understanding what the mayor should be doing. I don't know all of the responsibilities of the mayor, but it would seem that the money could be better used for other things needed in the city.

thank you for listening

Chester Hilton

2314 George St.

From: snowbenny@aol.com
Sent: Thursday, September 4, 2025 12:34 PM
To: ZZ Council Members
Subject: 25-1054

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I strongly oppose:

25-1054: Resolution Approving the reorganization of the table of position and classification for the Dept. of the Mayor.

I do not support a fast-track Director of Operations position that reports to and works under the direction of the mayor.

I do support the pathway for a City Administrator, an independent job position, that has already been established by City Council in May 2025 for a possible vote in February of 2026.

Thank you,
Benita Socha
City of La Crosse
Voter and Taxpayer

From: Dennis Beeskau <dbeeskau56@icloud.com>
Sent: Thursday, September 4, 2025 6:56 PM
To: ZZ Council Members
Subject: operations director

[Some people who received this message don't often get email from dbeeskau56@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Sent from my iPad. Please vote against the mayors proposal to create an operations director position. This is totally unneeded and will cost the taxpayers more unnecessary money and all to make the mayors job easier! We are all struggling now with taxes and people are losing their homes because of high property taxes. The mayor should be thinking of ways to reduce taxes and not raise them, especially on foolish things like this. Meanwhile property crimes, thefts and vandalism are rising and above the national average and the mayor will not even answer what he proposes to do to combat these. I've asked. I have witnessed some of these problems myself. That money could be better spent on other more important things or not at all and help out the taxpayers! Thank you

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Elaine Yager Date: 9/4/25
PLEASE PRINT

Municipality of Residence: City of Lacrosse

Representation: Self
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 251054
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☒ Oppose
- ☐ Neither support nor oppose

Do you want to speak?

- ☒ Yes, I want to speak.
- ☐ No, I do not want to speak.
- ☐ I do not want to speak, but I am available to answer questions.

From: Adam Spencer <spencer.adam1@gmail.com>
Sent: Tuesday, September 9, 2025 12:47 PM
To: ZZ Council Members
Subject: Oppose the new director of operations

Some people who received this message don't often get email from spencer.adam1@gmail.com. [Learn why this is important](#)

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Council Members,

I am writing to strongly oppose the creation of the new “Director of Operations” position in the Mayor’s office. After reviewing the job description, it is clear that this role is unnecessary, duplicative, and will create a significant and ongoing financial burden for taxpayers.

Here are the main concerns:

1. Unnecessary Duplication of Duties
 - The proposed responsibilities communications, budget analysis, grant writing, community engagement, and project oversight are already being handled by existing staff and departments such as the Finance Director, Communications Coordinator, and elected City Council members.
 - Hiring another high level administrator to do parts of these jobs is government bloat and only adds confusion to reporting structures.
2. High Cost to Taxpayers
 - The current Communications Coordinator role costs taxpayers about \$79,000 annually.
 - The new Director of Operations role is proposed at \$143,000–\$188,000 annually.
 - This is an additional \$64,000–\$109,000 per year, not including benefits, which over 5 years adds up to well over half a million dollars wasted on bureaucracy.
3. Reduced Accountability
 - This position would act as a middle layer between the Mayor, City Council, department heads, and the public. That reduces the accountability of our elected leaders. Citizens elect a Mayor and Council to lead not to outsource their responsibilities to an unelected staffer.
4. Inefficient Approach to Grant Writing & Special Projects
 - The job description highlights grant writing and project management. Both of these tasks can and should be handled by existing staff or contracted on a per-project basis for far less cost than a permanent \$150k+ position.

At a time when taxpayers are already struggling under rising costs, the last thing this city should be doing is creating an expensive, redundant position that adds more bureaucracy but provides no direct benefit to residents.

I urge you to reject this proposal and instead focus on accountability and efficiency within the staff and resources we already have. Please remember that every dollar spent on unnecessary government positions is a dollar taken from the taxpayers who expect responsible and transparent use of their money.

Respectfully,

Robert A Spencer

829 20th St S, La Crosse, WI 54601

Craig, Sondra

From: Timothy Clements <clements.timo@gmail.com>
Sent: Wednesday, September 10, 2025 11:22 AM
To: ZZ Council Members
Subject: Concern Regarding Proposed Director of Operations Position

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

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Hello,

I am opposed to creating a Director of Operations position at this time. I believe the City Administrator role should be the primary focus and resolved before introducing any new positions.

Thank you for your consideration.

District 3 Resident

Tim Clements

From: Eric & Nora Garland <garlanden@gmail.com>
Sent: Wednesday, September 10, 2025 4:07 PM
To: ZZ Council Members
Subject: Resolution 25-1054 Director of Operations Proposed Position

[Some people who received this message don't often get email from garlanden@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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La Crosse City Council Members,

I am writing today to express opposition to the proposed hiring of a Director of Operations position for the City of La Crosse. My reasons are as follows:

1. As written, the proposal would create an expensive position for a person who is responsible only to the elected mayor as opposed to being accountable to all voters represented by the city council. As such, the Director of Operations position would likely be less stable since personnel could change with each mayoral election.
2. The city has already begun a thorough process for examining pros and cons of a city administrator position, and this would short circuit that process. Or would it continue, and might we end up with TWO new administrators?
3. Although the salary / benefits package for the Director of Operations position would be somewhat lower in cost than for an administrator, so would the qualifications. Also, potential candidates may be turned off by the possibility of the job ending with each mayoral election.

I have felt for some time that La Crosse is a large enough and complex enough city to warrant creating a city administrator position. La Crosse deserves a well qualified professional administrator who will have oversight by the city council and who will have some assurance of continuity in the position. I urge you to reject the stop gap, temporary fix approach of a Director of Operations as outlined in Resolution 25-1054.

Eric Garland
District 4
307 24th Street N.
La Crosse, WI

11 September 2025

To: La Crosse City Council Members

I am writing about having a city administrator. Throughout La Crosse's history, our mayors ran our city by themselves with the help the department heads. Our mayors were elected by the citizens of La Crosse. The administrator is not elected. If the mayor does not do his or her job, the citizens can vote him or her out, but what about the administrator? He or she could be in our city hall forever with the citizens having no way to remove him or her. We do not have the money to pay a quarter million for someone just to make the mayor's work that much easier. This should be left to the people of La Crosse to vote on.

John Satory

201 Pearl St

La Crosse, WI

District 7

608-782-1041

From: Guy Herling <guyster4145@gmail.com>
Sent: Friday, September 12, 2025 5:15 PM
To: ZZ Council Members
Subject: City manager

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Dear Council Members,

Thank you for voting to take more time to evaluate the mayors request for city manager/administrator. My concern is that we have a limited tax base and need to carefully evaluate any added and ongoing expenditures. I could be convinced to support the hiring of a city manager if it can be demonstrated that this will save money to the extent that the added salary and benefits for the manager are not an added cost to our budget.

Also, I trust the collective wisdom of our council members and department heads to manage city operations. However, not being an insider in city government, there's a lot I don't know about how things are working/not working. Our mayor is new to city government and unfamiliar with the complexities of managing large organizations. Yet he has immediately decided that a manager/administrator is needed— which seems premature to me. I would like to see him, serve in the position for at least one year before making such a proposal. Also, if we hire a city manager, I would ask that this individual report directly to the council or to the council and mayor— not primarily to the mayor.

Thank you,
Guy Herling
District 8
1516 Ferry, La Crosse, WI
Sent from my iPhone

From: Chester Hilton <cfhilton@yahoo.com>
Sent: Saturday, September 13, 2025 12:06 PM
To: ZZ Council Members
Subject: city administrator

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

Good morning

I truly do not think the city of LaCrosse can either afford or need either of the choices talked about in the news. I am not sure all of what fills the mayor's day, but I would think all of that is what he was elected to do. If he passes all of these dues off to someone else, what will he be doing, other than being a figurehead.

Thank you for listening

Chester Hilton
2314 George St.
LaCrosse

Craig, Sondra

From: Elsen, Nikki
Sent: Friday, September 19, 2025 6:19 AM
To: Craig, Sondra
Subject: Fw: La crosse city administrator vs operations director

Can you post this. Thank you.

Get [Outlook for iOS](#)

From: Goggin, Erin <goggine@cityoflacrosse.org>
Sent: Thursday, September 18, 2025 5:05:40 PM
To: Elsen, Nikki <Elsenn@cityoflacrosse.org>
Subject: FW: La crosse city administrator vs operations director

Could you post this to legistar?

Thanks

Erin

From: karen briggs <kgem52@yahoo.com>
Sent: Wednesday, September 17, 2025 10:25 AM
To: Weston, Lisa <westonl@cityoflacrosse.org>; Kahlow, Chris <kahlowc@cityoflacrosse.org>; Sleznikow, Larry <sleznikowl@cityoflacrosse.org>; Janssen, Barb <janssenb@cityoflacrosse.org>; Goggin, Erin <goggine@cityoflacrosse.org>
Subject: La crosse city administrator vs operations director

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opinion:
Both my husband Tom and myself would prefer a city administrator to decrease the upheaval during a newly elected mayor term, thus providing consistency and reporting to the council not the mayor. The Mayor position would then be a LESS than full time position, the admin staff for the mayor currently could be shared with the newly hired city administrator.

questions?? We do not understand why a mayor would need an operation director, what would be this role consist of? and then what would the mayor's role become? Why hire someone who would be removed from office with each election cycle?

Thank you Karen and Tom Briggs, concerned city residents



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1018

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Ordinance

Agenda Number:

ORDINANCE NO. _____

AN **AMENDED** ORDINANCE amending various sections of Chapter 4 of the Code of Ordinances of the City of La Crosse relating to alcohol beverage licensing.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Section 4-1 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-1. Authority, Penalty, enforcement officers and citations.

(a) Chapter 125 of the Wisconsin Statutes is hereby adopted and incorporated by reference in Chapter 4 of the La Crosse Municipal Code, so far as applicable, except as otherwise provided by this chapter. Any future amendments, revisions or modifications of Chapter 125, Wis. Stats., incorporated herein by reference, are intended to be made a part of this chapter in order to secure uniform statewide regulation of the sale of alcoholic beverages. Provisions of Chapter 4 that are not contained in Chapter 125, Wis. Stats., are intended as additional regulations for the sale of alcohol beverages, not in conflict with Chapter 125, Wis. Stats.

~~(ab)~~ Any person violating any provision of this chapter, including those provisions of the Wisconsin Statutes or any other materials which are incorporated by reference, shall suffer one or all of the following penalties:

- (1) A Class C forfeiture as provided in section 1-7.
- (2) The forfeiture for the licensee of licensed premises where a server of alcohol beverages is in violation of section 4-14 or 4-15 relating to the consumption of alcohol beverages while serving alcohol beverages or serving alcohol beverages while intoxicated shall be subject to a forfeiture of not less than \$75.00, as well as the person who serves the alcohol beverages contrary to said sections who shall be subject to a forfeiture of \$75.00.
- (3) Any licensee or person who violates any provision of Section 4-20 shall be subject to a forfeiture of not less than \$250.00, nor more than \$500.00 together with the cost of prosecution.

~~(bc)~~ Any person not filing or submitting the application for any permit or license provided for under this chapter in a timely manner may have the license processed if the applicant pays an amount totaling twice the amount of the regular fee that would be paid for such application. This provision shall not apply should there be insufficient time to process the application as determined by the appropriate processing City officials. This provision shall apply to all licenses and permits provided for in this chapter, except as otherwise expressly provided for by State, Federal or local ordinances.

~~(ed)~~ The following persons are hereby authorized to enforce the provisions of this chapter and may issue citations as provided for in Wis. Stat. § 800.02(2) for violations of this chapter:

- (1) The Chief of Polices.
- (2) Such other City officers or City employees who are assigned enforcement responsibilities for this chapter.

SECTION II: Section 4-47(c) of the Code of Ordinances of the City of La Crosse is hereby repealed as follows:

Secs. 4-47. Closing hours.

- ~~(c) No premises for which a "Class C" winery license has been issued may remain open for the sale of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.~~

SECTION III: Section 4-48 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-48. Sale of intoxicating liquor in original package or container.

Pursuant to Wis. Stat. § 125.51(3)(b), retail "Class B" licensees are hereby authorized to sell intoxicating liquor in the original package or container, in any quantity, and to be consumed off the premises where sold. Additionally, "Class B" licensees may sell intoxicating liquor that is not in the original package or container if the licensee seals the container with a tamper-evident seal before the intoxicating liquor is removed from the premises.

SECTION IV: Section 4-50 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-50. Provisional retail license.

- (c) A "Class A", "Class B" or "Class C" license application must be filed with the municipal clerk no less than 15 days prior to the granting of a provisional retail license.

SECTION V: Section 4-72 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-72. License requirements.

- (b) *Application for intoxicating liquor license.* Applications, on a form ~~provided by the City Clerk~~ pursuant to Wis. Stats., 125.04(3) and available from the City Clerk, shall be made in writing ~~not less than 15 days prior to granting thereof~~ and filed with the City Clerk. Application for an original alcohol beverage license shall include the following information:
- (1) Business plan including the following:
- a. Type of establishment, hours of operation, anticipated number of employees, other business conducted on premises;
 - b. Estimated or actual percentage of gross receipts of beer, wine, and liquor sold in relation to total goods sold;
 - c. Estimated capacity, parking, and how premises will be monitored;
 - d. Method for training employees on alcohol beverage laws and requirements for employees to hold a beverage operator license.

SECTION VI: Section 4-75 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-75. License eligibility generally.

(1) Additional qualifications.

b. Corporations and limited liability companies and their appointed alcohol license agents shall meet the requirements of Wis. Stat. ch. 125 and, in addition, the appointed agents of corporate licensees shall have resided within the State of Wisconsin continuously for 90 days prior to the date of application and shall reside within a 25-mile radius of the City limits at the time of application and at all times such agent shall be the appointed agent for the corporation licensed entity. The licensee vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee could have and exercise if it were a natural person. In order to ensure that the agent has a current working knowledge of the operation of the premises, the agent shall be an individual who regularly is involved in the actual conduct of the business.

(5) No retail "Class B" license shall be issued to any person who does not have, or to whom is not issued, a Class "B" fermented malt beverage retailer's license as provided in this chapter, ~~unless the "Class B" license is issued to a winery.~~

SECTION VII: Section 4-76 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-76. Winery licenses Location Restriction.

(a) ~~No "Class B" license may be issued to a winery unless the winery has been issued a permit under Wis. Stat. § 125.53 and the winery is capable of producing at least 5,000 gallons of wine per year in no more than two locations.~~ No original application or transfer of a "Class B" or "Class C" license to a new location shall be granted for premises located within 100 feet of land zoned residential or multiple dwelling without first giving written notification to the owners of land within 100 feet of the premises requested to be licensed, who shall be given an opportunity to be heard prior to granting of the license by the Common Council.

(b) ~~In accordance with Wis. Stat. § 125.51(3m), a retail "Class C" license for the sale of wine by the glass or in an opened original container for consumption on the premises may be issued to a person qualified under Wis. Stat. § 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which does not have a bar room or for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" license may not be issued to a foreign corporation or a person acting as agent for or in the employ of another.~~

SECTION VIII: Section 4-81 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-81. Transfer of licenses.

Licenses to sell alcohol beverages may be transferred with approval by the Common Council from one premises to another within the City ~~For a fee in the amount established by resolution any license may be transferred by the Council from one premises to another,~~ providing such new premises shall comply with all provisions of this article, ~~but a~~ No license shall be transferred more than once in any one license year. This paragraph does not apply to a reserve "Class B" license.

SECTION IX: Section 4-114 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-114. Provisional retail license.

- (c) A Class "A" or Class "B" license application must be filed with the Municipal Clerk no less than 15 days prior to the granting of a provisional retail license.

SECTION X: Section 4-142 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-142. License requirements.

- (b) *Application for fermented malt beverage license.* Applications, on a form ~~provided by the City Clerk pursuant to Wis. Stats., 125.04(3)~~ Ch. 125 of the Wisconsin Statutes and available from the City Clerk, shall be made in writing ~~not less than 15 days prior to granting thereof and filed with the City Clerk.~~ Application for an original alcohol beverage license shall include the following information:

- (1) Business plan including the following:
- a. Type of establishment, hours of operation, anticipated number of employees, other business conducted on premises;
 - b. Estimated or actual percent of gross receipts of beer, wine and liquor sold in relation to total goods sold;
 - c. Estimated capacity, parking, and how premises will be monitored;
 - d. Method for training employees on alcohol beverage laws and requirements for employees to hold a beverage operator license.

SECTION XI: Section 4-144 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-144. License eligibility generally.

(1) Additional qualifications.

(b) Corporations and limited liability companies and their appointed alcohol license agents shall meet the requirements of Wis. Stat. ch. 125 and, in addition, the appointed agents of such licensees shall have resided within the State of Wisconsin continuously for 90 days prior to the date of application and shall reside within a 25-mile radius of the City limits at the time of application and at all times such agent shall be the appointed agent for the licensed entity. The licensee vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee could have and exercise if it were a natural person. In order to ensure that the agent has a current working knowledge of the operation of the premises, the agent shall be an individual who regularly is involved in the actual conduct of the business.

SECTION XII: Section 4-145 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-145. Class "B" licenses Location Restriction.

~~(a) No Class "B" license shall be granted for any premises that does not have a "Class B" intoxicating liquor license, provided, however, Class "B" licenses may be granted for City-owned land operated under a valid contract, or any premises licensed as a restaurant pursuant to State and local law when such restaurant's gross sales from food and food products exceeds 50 percent of its gross dollar volume.~~

~~(b)~~ (a) No original application or transfer of a Class "B" fermented malt beverage license to a new location shall be granted for premises located within 100 feet of land zoned residential or multiple dwelling without first giving written notification to the owners of land within 100 feet of the premises requested to be licensed, who shall be given an opportunity to be heard prior to granting of the license by the Common Council.

SECTION XIII: Section 4-148 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-148. Granting license.

(b) Each license shall be issued for a period not exceeding one year and shall expire on June 30, except a "Class A" Liquor or "Class B" Liquor and Class "B" license may be issued at any time for a period of six months in the calendar year, for which 50 percent of the license fee shall be paid. Such six-month licenses are not renewable during the calendar year in which issued.

SECTION XIV: Section 4-151 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-151. Transfer of licenses.

Licenses to sell alcohol beverages may be transferred with approval by the Common Council from one premises to another within the City For a fee in the amount established by resolution ~~any license may be transferred by the Council from one premises to another,~~ providing such new premises shall comply with all provisions of this article, ~~but a~~ No license shall be transferred more than once in any one license year.

SECTION XV: Section 4-153 of the Code of Ordinances of the City of La Crosse is hereby repealed and recreated as follows:

Sec. 4-153. Full-Service Retail Outlets for Producers.

Pursuant to Wis. Stat. 125.52(4)(b), a producer of intoxicating liquors and fermented malt beverage permitted by the Wisconsin Division of Alcohol Beverages may be allowed up to three off-site, full-service retail outlets in addition to their production premises, one of which may be relocated without limitation on frequency in each calendar year (unlimited transfer). Full-service retail outlets allow retail sales of any fermented malt beverages or intoxicating liquors, for on-premises or off-premises consumption, or the provision of taste samples of fermented malt beverages or intoxicating liquors, or any combination of these activities. Brewers of fermented malt beverages who do not meet the threshold to operate a full-service retail outlet may operate one secondary off-site location where they may sell only their own products.

A producer may not commence sales of alcohol beverages at any full-service retail outlet or secondary location located in the City of La Crosse unless, prior to such sales commencing, the producer receives approval from the municipality and from the Division of Alcohol Beverages.

- (a) *Application for Fixed Full-Service Retail Outlet.* Applications, on a form pursuant to Ch. 125 of the Wisconsin Statutes, shall be made in writing and filed with the City Clerk. Application shall be accompanied by a review fee in the amount established by resolution and the information as required in Secs. 4-72 and 4-142 (b)1-6 of this Code.
- (1) Fixed Full-Service Retail Outlets shall be reviewed and granted in the same manner as municipal retail licenses pursuant to Ch. 4 of this Code.
- (2) Fixed Full-Service Retail Outlets shall be subject to the same regulations as municipal retail licenses pursuant to Ch. 4 of this Code, except those that would be contrary to Ch. 125 of the Wisconsin Statutes.

- (b) *Application for Unlimited Transfer Full-Service Retail Outlet.* Applications, on a form pursuant to Ch. 125 of the Wisconsin Statutes, shall be made in writing and filed with the City Clerk. Application shall be accompanied by filed with a Special Event Application pursuant to Sec. 39-12 and review fee in the amount established by resolution.

(1) *Regulations for Unlimited Transfer Full-Service Retail Outlets.*

- a. The sale of all alcohol beverages under this section shall be subject to zoning regulations in Ch. 115 of this Code.
- b. The area included in an unlimited transfer location shall be owned by or under the control of the licensee.
- c. No sales of alcohol beverages under this section shall be permitted between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday and 2:30 a.m. and 6:00 a.m. on Saturday and Sunday, except that sales in the City parks defined in paragraph (3)b. of this section must end no later than 11:00 p.m. on any given day which is the closing hour for all City parks.
- d. Once the City Clerk is notified of a proposed Unlimited Transfer Full-Service Retail Outlet or Brewer Secondary Retail Location, the Clerk shall refer for appropriate review by La Crosse County Health Department, Police Department, Fire Department, Building & Inspections Department, and Parks and Recreation, Forestry, Facilities and Grounds Department.
- e. The Clerk is authorized to approve the Unlimited Transfer Full-Service Outlet following the appropriate review and shall provide comments to the Wisconsin Division of Alcohol Beverages.
- f. Applicants must obtain approval from the Wisconsin Division of Alcohol Beverages in advance of any retail sales under this section.

(2) *Indoor locations.*

- a. As specified by the current building code, the structure must have suitable exits and open spaces and should contain adequate sanitary facilities to accommodate the structure's capacity.
- b. There shall be at least one person licensed as a beverage operator under the provisions of section 4-110 on the premises at all times to supervise the sales, service and consumption of alcohol beverages and oversee any unlicensed persons who may be selling/serving alcohol beverages. If the premises is large, with multiple serving areas, bar areas, etc., a licensed operator must be present at all times to oversee each distinct area.
- c. In case of attendance of over 100 persons, applicant shall provide adequate supervision for the maintenance of order and the checking of identification to ensure that underage persons are not admitted into the described premise.

(3) *Outdoor locations.*

- a. All of the provisions set forth in subsection (b) of this section shall apply to outdoor locations.
- b. Full-Service Retail Outlet or Secondary Retail Sales for Brewers in City parks shall be limited to Carroll Park, Copeland Park, Riverside Park, Houska Park, Cameron Park, Myrick Park, Veteran's Freedom Park, Pettibone Park except for the beach area, Green Island Park, Erickson Fields, Upper Hixon Park and Burns Park. Permission to sell alcohol beverages at any park named in this subsection shall be subject to written permission by the Board of Park Commissioners. A permit to use a public park, shelter, or facility under this section must be secured from the Parks and Recreation, Forestry, Facilities and

Grounds Department and a copy of said permit shall accompany the application when filed with the City Clerk.

- c. In addition to the restrooms which may exist at the specified location, the applicant shall provide temporary supplemental toilet facilities at the rate specified by the current building code to accommodate the anticipated attendance. Such temporary facilities and their operation shall be a type approved by the Building & Inspections Department.
- d. Beverages must be served in disposable containers such as paper, plastic, or aluminum. This includes service inside any park shelter or facility.
- e. The premises must be particularly described in the application so the exact location/area where sales, service, and/or consumption can be clearly identified.
 - 1. On-premises sales allow the sale of open containers for consumption on the premises described. The area in which alcohol beverages are sold, served, and consumed on-premises shall be clearly defined with rope, fencing, or signage and must be fully enclosed with temporary fencing and clearly defined entrance/exit(s) when it is anticipated that attendance will exceed 200 or more people.
 - 2. Off-premises sales allow the sale of closed containers for consumption away from the premise described. The area in which alcohol beverages are sold shall be clearly defined with rope, fencing, or signage.
- g. Signage must be posted defining where alcohol may or may not be consumed.

SECTION XVI: Section 4-181 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-181. Application and license.

Application for a Temporary Class "B" (fermented malt beverage) and/or "Class B" (wine only) License, on forms pursuant to Ch. 125 of the Wisconsin Statutes and available from the City Clerk, shall be made in writing ~~on the form prescribed by law~~ and filed with the City Clerk who may grant the same after appropriate review by the La Crosse County Health Department, Building & Inspections Department, Police Department and Fire Department. Said application shall be filed with ~~the City Clerk~~ a Special Event Application pursuant to Sec. 39-12 not less than 60 days prior to the event. A fee in the amount established by resolution shall accompany each application.

SECTION XVII: Sections 4-182(a)(3) and (b)(2) and (3) of the Code of Ordinances of the City of La Crosse are hereby amended to read as follows:

Sec. 4-182. Picnics and gatherings.

- (a) *Indoor picnics or gatherings.*
 - (3) In case of attendance over 100 persons, the licensee shall provide adequate supervision for the maintenance of order and the checking of identification to ensure that ~~minors~~ underage persons are not admitted onto the premises.
- (b) *Outdoor picnics or gatherings.*
 - (2) The location of outdoor picnics or gatherings with a temporary Class "B"/"Class B" license in City parks shall be limited to Carroll Park, Copeland Park, Riverside Park, Houska Park, Cameron Park, Myrick Park, Veteran's Freedom Park, Pettibone Park except the beach area, Black River Beach except the beach area,

Green Island Park, Erickson Fields, Upper Hixon Park and Burns Park. Permission to obtain a temporary Class "B"/"Class B" license for any park named in this subsection shall be subject to written permission by the Board of Park Commissioners. A permit to use a public park, shelter, or facility under this section must be secured from the Parks and Recreation, Forestry, Facilities and Grounds Department and a copy of said permit shall accompany the application when filed with the City Clerk.

- (3) In addition to the restrooms which exist in each park, the licensee shall provide temporary supplemental toilet facilities at the rate specified by the current building code in anticipated attendance. Such temporary facilities and their operation shall be a type approved by the ~~County Health Officer and the Fire Department – Division of Fire Prevention and Building Safety~~ Building & Inspections Department.

SECTION XVIII: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION XIX: This ordinance shall take effect and be in force from and after its passage and publication.

Shaundel Washington-Spivey, Mayor

Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

ORDINANCE NO. _____

AN ORDINANCE amending various sections of Chapter 4 of the Code of Ordinances of the City of La Crosse relating to alcohol beverage licensing.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Section 4-47(c) of the Code of Ordinances of the City of La Crosse is hereby repealed as follows:

Secs. 4-47. Closing hours.

- ~~(c) No premises for which a "Class C" winery license has been issued may remain open for the sale of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.~~

SECTION II: Section 4-48 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-48. Sale of intoxicating liquor in original package or container.

Pursuant to Wis. Stat. § 125.51(3)(b), retail "Class B" licensees are hereby authorized to sell intoxicating liquor in the original package or container, in any quantity, and to be consumed off the premises where sold. Additionally, "Class B" licensees may sell intoxicating liquor that is not in the original package or container if the licensee seals the container with a tamper-evident seal before the intoxicating liquor is removed from the premises.

SECTION III: Section 4-50 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-50. Provisional retail license.

- (c) A "Class A", "Class B" or "Class C" license application must be filed with the municipal clerk no less than 15 days prior to the granting of a provisional retail license.

SECTION IV: Section 4-72 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-72. License requirements.

- (b) *Application for intoxicating liquor license.* Applications, on a form ~~provided by the City Clerk~~ pursuant to Wis. Stats., 125.04(3) and available from the City Clerk, shall be made in writing ~~not less than 15 days prior to granting thereof~~ and filed with the City Clerk. Application for an original alcohol beverage license shall include the following information:

- (1) Business plan including the following:
 - a. Type of establishment, hours of operation, anticipated number of employees, other business conducted on premises;
 - b. Estimated or actual percentage of gross receipts of beer, wine, and liquor sold in relation to total goods sold;
 - c. Estimated capacity, parking, and how premises will be monitored;
 - d. Method for training employees on alcohol beverage laws and requirements for employees to hold a beverage operator license.

SECTION V: Section 4-75 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-75. License eligibility generally.

(1) Additional qualifications.

b. Corporations and limited liability companies and their appointed alcohol license agents shall meet the requirements of Wis. Stat. ch. 125 and, in addition, the appointed agents of corporate licensees shall have resided within the State of Wisconsin continuously for 90 days prior to the date of application and shall reside within a 25-mile radius of the City limits at the time of application and at all times such agent shall be the appointed agent for the corporation licensed entity. The licensee vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee could have and exercise if it were a natural person. In order to ensure that the agent has a current working knowledge of the operation of the premises, the agent shall be an individual who regularly is involved in the actual conduct of the business.

(5) No retail "Class B" license shall be issued to any person who does not have, or to whom is not issued, a Class "B" fermented malt beverage retailer's license as provided in this chapter; ~~unless the "Class B" license is issued to a winery.~~

SECTION VI: Section 4-76 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-76. Winery licenses Location Restriction.

(a) ~~No "Class B" license may be issued to a winery unless the winery has been issued a permit under Wis. Stat. § 125.53 and the winery is capable of producing at least 5,000 gallons of wine per year in no more than two locations.~~ No original application or transfer of a "Class B" or "Class C" license to a new location shall be granted for premises located within 100 feet of land zoned residential or multiple dwelling without first giving written notification to the owners of land within 100 feet of the premises requested to be licensed, who shall be given an opportunity to be heard prior to granting of the license by the Common Council.

(b) ~~In accordance with Wis. Stat. § 125.51(3m), a retail "Class C" license for the sale of wine by the glass or in an opened original container for consumption on the premises may be issued to a person qualified under Wis. Stat. § 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which does not have a bar room or for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" license may not be issued to a foreign corporation or a person acting as agent for or in the employ of another.~~

SECTION VII: Section 4-81 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-81. Transfer of licenses.

Licenses to sell alcohol beverages may be transferred with approval by the Common Council from one premises to another within the City ~~For a fee in the amount established by resolution any license may be transferred by the Council from one premises to another,~~ providing such new premises shall comply with all provisions of this article, ~~but a~~ No license shall be transferred more than once in any one license year. This paragraph does not apply to a reserve "Class B" license.

SECTION VII: Section 4-114 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-114. Provisional retail license.

- (c) A Class "A" or Class "B" license application must be filed with the Municipal Clerk no less than 15 days prior to the granting of a provisional retail license.

SECTION VIII: Section 4-142 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-142. License requirements.

- (b) *Application for fermented malt beverage license.* Applications, on a form ~~provided by the City Clerk pursuant to Wis. Stats., 125.04(3) Ch. 125 of the Wisconsin Statutes and available from the City Clerk,~~ shall be made in writing ~~not less than 15 days prior to granting thereof and filed with the City Clerk.~~ Application for an original alcohol beverage license shall include the following information:

- (1) Business plan including the following:
- a. Type of establishment, hours of operation, anticipated number of employees, other business conducted on premises;
 - b. Estimated or actual percent of gross receipts of beer, wine and liquor sold in relation to total goods sold;
 - c. Estimated capacity, parking, and how premises will be monitored;
 - d. Method for training employees on alcohol beverage laws and requirements for employees to hold a beverage operator license.

SECTION IX: Section 4-144 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-144. License eligibility generally.

(1) Additional qualifications.

(b) Corporations and limited liability companies and their appointed alcohol license agents shall meet the requirements of Wis. Stat. ch. 125 and, in addition, the appointed agents of such licensees shall have resided within the State of Wisconsin continuously for 90 days prior to the date of application and shall reside within a 25-mile radius of the City limits at the time of application and at all times such agent shall be the appointed agent for the licensed entity. The licensee vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee could have and exercise if it were a natural person. In order to ensure that the agent has a current working knowledge of the operation of the premises, the agent shall be an individual who regularly is involved in the actual conduct of the business.

SECTION X: Section 4-145 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-145. Class "B" licenses Location Restriction.

~~(a) No Class "B" license shall be granted for any premises that does not have a "Class B" intoxicating liquor license, provided, however, Class "B" licenses may be granted for City-owned land operated under a valid contract, or any premises licensed as a restaurant pursuant to State and local law when such restaurant's gross sales from food and food products exceeds 50 percent of its gross dollar volume.~~

~~(b)~~ No original application or transfer of a Class "B" fermented malt beverage license to a new location shall be granted for premises located within 100 feet of land zoned residential or multiple dwelling without first giving written notification to the owners of land within 100 feet of the premises requested to be licensed, who shall be given an opportunity to be heard prior to granting of the license by the Common Council.

SECTION XI: Section 4-148 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-148. Granting license.

(b) Each license shall be issued for a period not exceeding one year and shall expire on June 30, except a "Class A" Liquor or "Class B" Liquor and Class "B" license may be issued at any time for a period of six months in the calendar year, for which 50 percent of the license fee shall be paid. Such six-month licenses are not renewable during the calendar year in which issued.

SECTION XII: Section 4-151 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-151. Transfer of licenses.

Licenses to sell alcohol beverages may be transferred with approval by the Common Council from one premises to another within the City For a fee in the amount established by resolution ~~any license may be transferred by the Council from one premises to another,~~ providing such new premises shall comply with all provisions of this article, ~~but a~~ No license shall be transferred more than once in any one license year.

SECTION XIII: Section 4-153 of the Code of Ordinances of the City of La Crosse is hereby repealed and recreated as follows:

Sec. 4-153. Full-Service Retail Outlets for Producers.

Pursuant to Wis. Stat. 125.52(4)(b), a producer of intoxicating liquors and fermented malt beverage permitted by the Wisconsin Division of Alcohol Beverages may be allowed up to three off-site, full-service retail outlets in addition to their production premises, one of which may be relocated without limitation on frequency in each calendar year (unlimited transfer). Full-service retail outlets allow retail sales of any fermented malt beverages or intoxicating liquors, for on-premises or off-premises consumption, or the provision of taste samples of fermented malt beverages or intoxicating liquors, or any combination of these activities. Brewers of fermented malt beverages who do not meet the threshold to operate a full-service retail outlet may operate one secondary off-site location where they may sell only their own products.

A producer may not commence sales of alcohol beverages at any full-service retail outlet or secondary location located in the City of La Crosse unless, prior to such sales commencing, the producer receives approval from the municipality and from the Division of Alcohol Beverages.

- (a) *Application for Fixed Full-Service Retail Outlet.* Applications, on a form pursuant to Ch. 125 of the Wisconsin Statutes, shall be made in writing and filed with the City Clerk. Application shall be accompanied by a review fee in the amount established by resolution and the information as required in Secs. 4-72 and 4-142 (b)1-6 of this Code.
 - (1) Fixed Full-Service Retail Outlets shall be reviewed and granted in the same manner as municipal retail licenses pursuant to Ch. 4 of this Code.
 - (2) Fixed Full-Service Retail Outlets shall be subject to the same regulations as municipal retail licenses pursuant to Ch. 4 of this Code, except those that would be contrary to Ch. 125 of the Wisconsin Statutes.
- (b) *Application for Unlimited Transfer Full-Service Retail Outlet.* Applications, on a form pursuant to Ch. 125 of the Wisconsin Statutes, shall be made in writing and filed with the City Clerk. Application shall be accompanied by a review fee in the amount established by resolution.

(1) *Regulations for Unlimited Transfer Full-Service Retail Outlets.*

- a. The sale of all alcohol beverages under this section shall be subject to zoning regulations in Ch. 115 of this Code.
- b. The area included in an unlimited transfer location shall be owned by or under the control of the licensee.
- c. No sales of alcohol beverages under this section shall be permitted between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday and 2:30 a.m. and 6:00 a.m. on Saturday and Sunday, except that sales in the City parks defined in paragraph (3)b. of this section must end no later than 11:00 p.m. on any given day which is the closing hour for all City parks.
- d. Once the City Clerk is notified of a proposed Unlimited Transfer Full-Service Retail Outlet or Brewer Secondary Retail Location, the Clerk shall refer for appropriate review by La Crosse County Health Department, Police Department, Fire Department, Building & Inspections Department, and Parks and Recreation, Forestry, Facilities and Grounds Department.
- e. The Clerk is authorized to approve the Unlimited Transfer Full-Service Outlet following the appropriate review and shall provide comments to the Wisconsin Division of Alcohol Beverages.
- f. Applicants must obtain approval from the Wisconsin Division of Alcohol Beverages in advance of any retail sales under this section.

(2) *Indoor locations.*

- a. As specified by the current building code, the structure must have suitable exits and open spaces and should contain adequate sanitary facilities to accommodate the structure's capacity.
- b. There shall be at least one person licensed as a beverage operator under the provisions of section 4-110 on the premises at all times to supervise the sales, service and consumption of alcohol beverages and oversee any unlicensed persons who may be selling/serving alcohol beverages. If the premises is large, with multiple serving areas, bar areas, etc., a licensed operator must be present at all times to oversee each distinct area.
- c. In case of attendance of over 100 persons, applicant shall provide adequate supervision for the maintenance of order and the checking of identification to ensure that underage persons are not admitted into the described premise.

(3) *Outdoor locations.*

- a. All of the provisions set forth in subsection (b) of this section shall apply to outdoor locations.
- b. Full-Service Retail Outlet or Secondary Retail Sales for Brewers in City parks shall be limited to Carroll Park, Copeland Park, Riverside Park, Houska Park, Cameron Park, Myrick Park, Veteran's Freedom Park, Pettibone Park except for the beach area, Green Island Park, Erickson Fields, Upper Hixon Park and Burns Park. Permission to sell alcohol beverages at any park named in this subsection shall be subject to written permission by the Board of Park Commissioners. A permit to use a public park, shelter, or facility under this section must be secured from the Parks and Recreation, Forestry, Facilities and Grounds Department and a copy of said permit shall accompany the application when filed with the City Clerk.
- c. In addition to the restrooms which may exist at the specified location, the applicant shall provide temporary supplemental toilet facilities at the rate specified by the current building code to accommodate the anticipated

attendance. Such temporary facilities and their operation shall be a type approved by the Building & Inspections Department.

- d. Beverages must be served in disposable containers such as paper, plastic, or aluminum. This includes service inside any park shelter or facility.
- e. The premises must be particularly described in the application so the exact location/area where sales, service, and/or consumption can be clearly identified.
 - 1. On-premises sales allow the sale of open containers for consumption on the premises described. The area in which alcohol beverages are sold, served, and consumed on-premises shall be clearly defined with rope, fencing, or signage and must be fully enclosed with temporary fencing and clearly defined entrance/exit(s) when it is anticipated that attendance will exceed 200 or more people.
 - 2. Off-premises sales allow the sale of closed containers for consumption away from the premise described. The area in which alcohol beverages are sold shall be clearly defined with rope, fencing, or signage.
- g. Signage must be posted defining where alcohol may or may not be consumed.

SECTION XIV: Section 4-181 of the Code of Ordinances of the City of La Crosse is hereby amended to read as follows:

Sec. 4-181. Application and license.

Application for a Temporary Class "B" (fermented malt beverage) and/or "Class B" (wine only) License, on forms pursuant to Ch. 125 of the Wisconsin Statutes and available from the City Clerk, shall be made in writing ~~on the form prescribed by law~~ and filed with the City Clerk who may grant the same after appropriate review by the La Crosse County Health Department, Building & Inspections Department, Police Department and Fire Department. Said application shall be filed with ~~the City Clerk~~ a Special Event Application pursuant to Sec. 39-12 not less than 60 days prior to the event. A fee in the amount established by resolution shall accompany each application.

SECTION XV: Sections 4-182(a)(3) and (b)(2) and (3) of the Code of Ordinances of the City of La Crosse are hereby amended to read as follows:

Sec. 4-182. Picnics and gatherings.

- (a) *Indoor picnics or gatherings.*
 - (3) In case of attendance over 100 persons, the licensee shall provide adequate supervision for the maintenance of order and the checking of identification to ensure that ~~minors~~ underage persons are not admitted onto the premises.
- (b) *Outdoor picnics or gatherings.*
 - (2) The location of outdoor picnics or gatherings with a temporary Class "B"/"Class B" license in City parks shall be limited to Carroll Park, Copeland Park, Riverside Park, Houska Park, Cameron Park, Myrick Park, Veteran's Freedom Park, Pettibone Park except the beach area, Black River Beach except the beach area, Green Island Park, Erickson Fields, Upper Hixon Park and Burns Park. Permission to obtain a temporary Class "B"/"Class B" license for any park named in this subsection shall be subject to written permission by the Board of Park Commissioners. A permit to use a public park, shelter, or facility under this section must be secured from the Parks and Recreation, Forestry, Facilities and Grounds

Department and a copy of said permit shall accompany the application when filed with the City Clerk.

- (3) In addition to the restrooms which exist in each park, the licensee shall provide temporary supplemental toilet facilities at the rate specified by the current building code in anticipated attendance. Such temporary facilities and their operation shall be a type approved by the ~~County Health Officer and the Fire Department—~~ Division of Fire Prevention and Building Safety Building & Inspections Department.

SECTION XVI: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION XVII: This ordinance shall take effect and be in force from and after its passage and publication.

Shaundel Washington-Spivey, Mayor

Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:



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: 25-1127

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Ordinance

Agenda Number:

ORDINANCE NO.: _____

AN ORDINANCE to amend Section 40-13(a) and (b) of the Code of Ordinances of the City of La Crosse regarding temporary use of streets by businesses renting dumpsters or storage containers.

WHEREAS, the existing Code of Municipal Ordinances of the City of La Crosse includes a Section authorizing the issuance of dumpsters (or refuse containers) for temporary placement on public streets, for building construction or alteration; and

WHEREAS, said Section does not include storage containers commonly used for moving activities, and the inclusion of such containers under an existing permit would provide for regulation, enforcement, and insurance requirements; and

WHEREAS, it is prudent to judiciously regulate permits for temporary use of public space for the general health, safety, and welfare of the City of La Crosse.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Section 40-13(a) and (b) are hereby amended to read as follows:

Sec. 40-13. Temporary use of streets by businesses renting dumpsters or storage containers.

- (a) *Permit required.* Unless a permit is obtained and maintained under article IV of this chapter, it shall be unlawful for any person engaged in the business of leasing dumpsters or refuse or storage containers for the storage of materials discarded or used in the process of construction or alteration of buildings, or moving activities, to place or allow for placement such dumpsters or ~~refuse~~ containers in any street, alley, highway, sidewalk or other public way within the City without first obtaining a permit from the City Engineer's Office.
- (b) *Application.* Applications for the dumpster or ~~refuse~~ container business permit shall be on forms provided by the City Engineer's Office. Each person engaged in the business of leasing to others, dumpsters or refuse or storage containers which are placed in any street, alley, highway, sidewalk or other public way within the City for the storage of materials discarded or used in the process of construction or alteration of structures or buildings, or moving activities, shall make a separate application and said permit shall terminate December 31 of each year.

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This Ordinance shall take effect upon passage and publication.

Shaundel Washington-Spivey, Mayor

Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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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: 25-1053

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving a Wisconsin Department of Transportation – Transportation Alternatives Program State/Municipal Grant Agreement to upgrade the 2nd Street Cycle Track.

RESOLUTION

WHEREAS, the 2nd Street Cycle Track upgrade will increase mobility, enhance user safety and confidence, produce less conflict and confusion, and cultivate greater use; and

WHEREAS, the upgrade to the Cycle Track has been identified as a priority during the update to our Bicycle and Pedestrian Master Plan in 2024; and


WHEREAS, the City Planning and Development Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for and received a Carbon Reduction Program grant in the amount of \$326,790 to fund up to 80% of the estimated participating costs for the 2nd Street Cycle Track upgrade; and

WHEREAS, the 2026-2030 Capital Improvement Plan approved by the Common Council via Resolution 25-0637 included funding for the 2nd Street Median Retrofit where, upon completion, 80% of participating construction costs up to \$326,790 will be reimbursed back to the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached State/Municipal Agreement Project I.D. 5991-07-50/51.

BE IT FURTHER RESOLVED that the project will be completed by 2031.

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

 <p>STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM (CRP) PROJECTS</p> <p>Subprogram #: 206 Program Name: CRP</p>	<p>Date: August 19, 2025 I.D.: 5991-07-50/51 WisDOT UEI#: CBE4JHP1S8H7 Project Sponsor UEI #: TBD FAIN ID: TBD Project Title: C La Crosse, 2nd St. Cycle Track Location/Limit: Market Street to La Crosse Street Project Length (if applicable): 1.0 miles Project Sponsor: City of La Crosse County: La Crosse MPO Area (if applicable): La Crosse MPO</p>
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The signatory, the **City of La Crosse**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement are Wis. Stats. §§ 84.03 and 85.02 in accordance with 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), in the Code of Federal Regulations.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. §§ 86.25 and 66.0301.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment: **The existing 2nd Street cycle track is a dedicated bicycle facility stretching from Market Street to La Crosse Street with green pavement markings and sharrow buffers at all intersections and collapsible bollard posts installed as a buffer.**

Proposed Improvement: **The City of La Crosse is proposing to upgrade the 2nd Street Cycle Track. The upgrades will increase mobility, enhance user safety and confidence, produce less conflict, cultivate greater use, and reduce carbon emissions. Upgrades to the cycle track will include concrete median with signs near intersections further indicating the cycle track versus driving lanes with bollards attached periodically, bollards at all entrances for a physical barrier to prevent cars from driving down the cycle track and additional stop signs in areas with previous confusion.**

Non-participating work includes work included in the project and other work necessary to finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements. **None.**

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 Supplemental CRP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$326,790** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$326,790** federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is _____.

State Fiscal Year 2025-2028 Supplemental CRP project funding may only be used for 2025-2028 Supplemental projects.

Project Award date: April 14, 2025

This project is currently scheduled in State Fiscal Year **2028**.

Sunset Date: April 14, 2031

The subject project must be Let for construction prior to September 30, 2028. Failure to meet this deadline may result in the forfeiture of the awarded CRP funding.

The subject project must be completed by April 14, 2031, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 5991-07-50					
Design	\$ 200,000	\$ 0	0%	\$ 200,000	100%
State Review #	\$ 14,145	\$ 0	0%	\$ 14,145	100%
<i>Project Totals</i>	\$ 214,145	\$ 0		\$ 214,145	
ID 5991-07-51					
Participating Construction	\$ 355,206	\$ 284,164.80	80%	\$ 71,041.20	20% + BAL
Construction Engineering	\$ 43,281.50	\$ 34,625.20	80%	\$ 8,656.30	20% + BAL
State Review #	\$ 10,000	\$ 8,000	80%	\$ 2,000	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
<i>Project Totals</i>	\$ 408,487.50	\$ 326,790		\$ 81,697.50	
Total Est. Cost Distribution	\$ 622,632.50	\$ 326,790	MAX	\$ 295,842.50	N/A

*This project has a CRP federal funding maximum of \$326,790. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: City of La Crosse (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State of Wisconsin (please sign in blue ink)		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CRP Program, including but not limited to [23 USC, Section 503\(c\)\(4\)\(E\)](#), 23 U.S.C. 175(c), and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
 - g. State review services for construction ID 5991-07-51.
 - h. Other CRP items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades, or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary engineering and design.
 - i. Real estate for the improvement.
 - j. State review services for design ID 5991-07-50
 - k. Other 100% Project Sponsor funded items: None.

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to, 23 U.S.C. 175(c) and all applicable federal laws.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. § 66.0901. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The Project Sponsor, in accordance with the project scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project not constructed to standards will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions. Revisions done without prior WisDOT approval are not entitled to State reimbursement and shall be at the sole expense of Project Sponsor.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by State and Federal law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records

and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

22. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR Part 200 subpart D.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will, at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.
26. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the design, installation, testing, and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the

State, and all its employees, from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project, including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29, in accordance with all applicable Federal and State statutory and regulatory requirements:
 - a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.
31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.
32. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
36. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim, or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CRP Supplemental project funding conditions:
- a. ID 5991-07-50: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 5991-07-51: Construction:
 - i. Costs for construction items to enhance the 2nd Street Cycle Track and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of **\$326,790** is cumulative for all federal/ earmark funded project phases.
38. Federal Inactive List: Once a project has received its authorization to incur costs letter until the competition of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

[End of Document]



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

From: Mark Goede <mgoede@gmail.com>
Sent: Monday, October 6, 2025 4:05 PM
To: ZZ Council Members
Subject: Opposition to "Bike Lane" Upgrade

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

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

Good afternoon, ladies and gentlemen of the council. My name is Mark Goede and I have owned and operated The Breakfast Club & Pub in downtown La Crosse for the past 11 years. I am writing in opposition of the proposed upgrade to the little used bike lane on 2nd street. My understanding is that the city is looking to spend \$300,000 of taxpayer money and will receive pretty much the same amount from WISDOT. That is too much of our tax money going towards an already little used and only 3-year-old addition to 2nd street. I see thousands of visitors throughout the year, and not once have I heard any of them comment on the nice bike lane when they are walking up Main Street from the river or just walking around checking out the great local businesses that downtown La Crosse has. Instead, I have them asking what is wrong with Main Street and why it is such a mess! This should be the gateway to our downtown, not an embarrassing eyesore. My analogy for this proposal is going to the store to buy something that you don't need but you buy it anyway because you have a 50% off coupon. My hope is that all of you on our city council will not allow this to go forward or at the very least put it up for a referendum so the taxpayers can be heard. Thank you very much for your time and hopefully your common sense!

Respectfully,
Mark Goede
Owner-The Breakfast Club & Pub

From: Kevin Hundt <kevinhundt0@gmail.com>
Sent: Monday, October 6, 2025 5:36 PM
To: ZZ Council Members; ZZ City Clerk External; Washington-Spivey, Shaundel
Subject: 25-1053

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I am writing in opposition to the proposal to upgrade the 2nd Street Cycle Track.

It is a standard failing of the City's resolution-drafting process to not include relevant details in the proposal. The information on Legistar is (again, as is normal) completely lacking in information about how the price tag was reached. In particular, the \$200,000 price tag for design work is shocking. It might be reasonable, but the relevant documentation showing why that is necessary is absent. The rest of the hundreds of thousands of dollars of proposed spending is also not really explained. This proposal should be rejected, or at least delayed, solely on that basis, until it is included in the proposal. All proposed resolutions should have a full accounting of the rationale for all expenditures, not just a single line saying hundreds of thousands of dollars are needed.

There has also been some poor communication about how much of this would be covered by the City and how much by a federal grant (for example: <https://www.wiznews.com/2025/10/05/la-crosse-committee-approves-2nd-st-bike-lane-improvements-of-up-to-626000/> first says the grant is paying 80%, but then says the "Wisconsin DOT" would pay for 52% of it).

Speaking of which, we absolutely cannot trust that this federal grant will exist in two or three years: <https://apnews.com/article/trump-transportation-infrastructure-grants-hostile-cars-37495f299378ac0980a3dea5b450e004> . This sounds like exactly the type of project that this federal administration is targeting for cancellation. We would be fools to spend \$200,000 on design work only for the grant to evaporate afterwards. Given this administration's hostility to "blue cities", it would be just like them to wait for us to spend the money before cutting the grant, just to make us waste it. We should not open ourselves up to an easy attack like that.

Finally, I have always disliked the Cycle Track, because, speaking as a bicyclist who has not owned a car in about 20 years, I've seen the track as unnecessary, poorly-positioned, and of little utility. Front Street and Riverside Park have always been good ways of getting across downtown while avoiding traffic. I've been banging the drum for a connection between the south-west corner of the La Crosse River bridge and the bike/ped path below it for years (to no avail), which would allow easier access to Front Street from the north, and is needed regardless of these Cycle Track upgrades. The public comments in support of these upgrades should be included in the proposal.

However, I think there's a very specific and fatal reason why these upgrades should not be funded, which I feel stupid for only just realizing today, prompting this letter: the Wisconsin DOT is adding bike lanes to 3rd and 4th street. All of their plans include bike lanes. Those bike lanes will be happening no matter what. That means any bicyclist who wants to get across downtown can take Riverside, Front Street, 3rd, 4th, or 5th/6th/7th/8th with either very little traffic or bike lanes.

Please do not approve this resolution. This is a completely unnecessary and pointless expenditure. This is a huge amount of money that we could be spending on things like ending homelessness or preventing evictions. If this is approved, it will make every future bike/ped project harder, because it will make city residents think bike/ped infrastructure is an expensive waste of money. Do not do this.

Kevin Hundt

From: Vanessa DaughterofLois <67vdrt@gmail.com>
Sent: Monday, October 6, 2025 7:35 PM
To: ZZ Council Members; ZZ City Clerk External; Washington-Spivey, Shaundel
Subject: Oppose Spending Money on Second Street Bike Lane

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

Hello,

My name is Vanessa DaughterofLois, and I live in the City of La Crosse. I have been a full-time year-round bicyclist in La Crosse since 2014.

I just saw this news article about spending more money on the bike lane on second Street:

<https://www.wizmnews.com/2025/10/05/la-crosse-committee-approves-2nd-st-bike-lane-improvements-of-up-to-626000/>

I do not support spending this much more money on this bike lane. Maybe someone asked for this bike lane, but in my opinion it was unnecessary and did not significantly improve the safety of this street for bicyclists. I ride this road often, and to me, the bike lane makes it more difficult to use this road.

I think it would be much more usable if there were a bike lane on each side of the street to flow with other vehicle traffic. Having both bike lanes on the West side of other traffic is why this bike lane is dangerous.

I absolutely oppose putting in a concrete median. I think a raised median would make the lane significantly less usable for me as a bicyclist.

I do agree that the signage is lacking, but it should not cost that much money. Money would be better spent changing it so there is a bike lane on each side of the street.

In my opinion, the bike lane on second Street has made things worse for bicyclists because it makes drivers angry at us for something we did not even ask for or need.

Please do not approve this plan.

There are much better ways to use a Carbon Reduction Program grant.

Thank you,

-Vanessa DaughterofLois

From: Scott Rada <scottrada@charter.net>
Sent: Tuesday, October 7, 2025 8:53 AM
To: ZZ Council Members
Subject: Second Street Bike Track

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

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Council members,

I am writing in favor of securing the funds needed to upgrade the Second Street Bike Track.

This vital infrastructure is a key connecting point between bicycle routes on the city's north and south sides.

I use the Second Street Bike Track several times a week, and too often I see vehicles blocking the route. In fact, I even started a [Facebook group](#) that shows examples of this all-too-common occurrence.

Making sure this route is safe for bicyclists to get to and through the city's downtown is important for public safety, tourism, economic development and the environment.

Please vote to enhance this key transportation need.

— Scott Rada

Craig, Sondra

From: Coulee Bike Co <couleebike@gmail.com>
Sent: Tuesday, October 7, 2025 2:15 PM
To: ZZ Council Members
Subject: Item 25-1053 - Bike Lane Improvements

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

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My business may be in Onalaska, but I live in La Crosse. I hear all the time from people who find it difficult and dangerous-feeling to bike in La Crosse and between the cities. Every little improvement matters, and it's important to remember that these improvements appear piecemeal because of the way we rebuild streets.

Jenna is a wizard at grant writing and we so appreciate her efforts to secure funding for these types of projects.

This project is an incredible step in the right direction for La Crosse, and I encourage you to support it and to continue supporting efforts to increase transportation access and safety in the city.

Thanks
Robbie Young
234 23RD ST S
La Crosse WI

--

Coulee Bicycle Co.
213 Main St. Onalaska, WI 54650
T: 608.783.7433
www.couleebike.com



From: Antonette Travline <bubly12008@gmail.com>
Sent: Tuesday, October 7, 2025 9:16 PM
To: ZZ Council Members
Subject: 2nd street cycle track protected bike lanes

Some people who received this message don't often get email from bubly12008@gmail.com. [Learn why this is important](#)

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Dear Council Member Newberry,

I live in your district, and I'm writing to urge you to vote in favor of resolution 25-1053, the State/Municipal Agreement to improve the existing 2nd Street cycle track. I ride my bike around the city of La Crosse regularly, to get from my home to appointments, shopping and meetings for my healthcare. This is a part of my daily life, and getting around safely is very important to me. We have some good bike lanes in the city, but we also have many dangerous roads. This project on 2nd Street would bring the first protected bike lanes to this city. I haven't owned a vehicle for some years now, I rely heavily on bicycling to get around in addition to other non car transports around town. I would like to see more protected bike lanes in La Crosse, as one step to increase the safety for myself and for people like me who walk or bike as part of their daily lives. Please vote in favor of this resolution.

Thank you,

Antonette Travline
415 7th St S, APT 402 La Crosse, WI 54601

Craig, Sondra

From: cvm <cvanmaren@protonmail.com>
Sent: Tuesday, October 7, 2025 7:25 PM
To: ZZ Council Members; Elsen, Nikki
Subject: Support 25-1053 2nd Street protected bike lane upgrade
Attachments: Pro2ndStPBL.pdf

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Dear Council Members,

Please support 25-1053, a resolution approving TAP grant funds to upgrade the Second Street protected bike lane. My additional comments are attached. Please email me if you have any questions.

Thank you.

Cathy Van Maren

Sent with [Proton Mail](#) secure email.

From: Bridget Brown <bridgetcatbrown@gmail.com>
Sent: Wednesday, October 8, 2025 8:49 AM
To: ZZ Council Members
Subject: Resolution 25-1053

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Dear La Crosse City Council Members,

I would like to write in support of Resolution 25-1053, funding the upgrade to the two-way cycle track on Second Street.

It's unfortunate that it wasn't built with more substantial protection in the first place, but at least we have the opportunity here to make it safer and more comfortable for larger numbers of people.

Thank you,
Bridget Brown
City of La Crosse resident

From: Andrew Ericson <ericson.andrew777@gmail.com>
Sent: Wednesday, October 8, 2025 11:17 AM
To: ZZ Council Members
Subject: Please Support the 2nd Street Cycle Track Barrier

Some people who received this message don't often get email from ericson.andrew777@gmail.com. [Learn why this is important](#)

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Council Members,

La Crosse is about 40 percent non drivers. For many people who get around without a car, whether by choice, disability, or cost, the way our streets are set up is often unpleasant and unsafe. I bike most places, and I use the 2nd Street cycle track all the time. Recently, it has been basically unprotected because most of the plastic pylons have been knocked down by cars.

Some people point to current ridership numbers as a reason not to invest further. But those numbers need context. Our bike network is full of gaps. The 2nd Street cycle track is one piece of that same puzzle. Imagine building a new road that is isolated from other roads, and then saying not many people are using it yet. Of course they are not yet, how do you expect most people to get there? The same logic applies here.

I also want to share something someone once told me when I asked why they drive to campus: *"I would love to walk or bike to campus, but people in La Crosse drive like s**** and I would rather get hit in my car than hit walking or biking." That captures exactly why we need a truly protected network that feels safe whether you are 8 years old, 80 years old, or anywhere in between.

As a young professional in La Crosse, I often think about whether I will stay here long term. A lot of that depends on whether the city reflects the kind of life I want to live: active, sustainable, and connected. There is plenty of data showing that my generation values this. And when I show friends from other cities the 2nd Street cycle track, they are impressed. Their reaction is usually: *"Why do I not have this where I live?!"* Investments like this make La Crosse an attractive place to live, work and play.

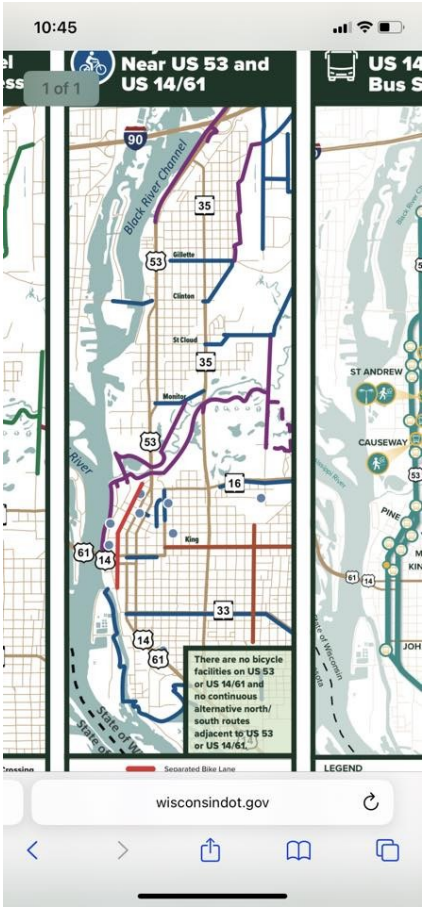
A few additional points:

- Through numerous planning efforts, from Imagine 2040 to the new comprehensive plan Forward La Crosse, residents have consistently called for a safe multimodal transportation network. Paint and flimsy pylons do not meet that need.
- This grant also covers updated signage, making the cycle track easier for everyone, drivers and cyclists alike, to navigate.

This decision is about more than just one street. A concrete barrier is about following through on the city's own plans, keeping people safe, making this investment last, and building the kind of community that people, especially the next generation, want to call home.

Thank you
Andrew Ericson

Additional note: I attached a snapshot of what our current bicycle network looks like. The blue lines you see are painted bike lanes, which while counted as infrastructure, do not provide meaningful comfort or safety for the vast majority of people.





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1108

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving Loan Modification Agreement and other associated documents for Upper Floor Loans with Dale Berg d/b/a Jeaneri, Ltd.

RESOLUTION

WHEREAS Jaeneri, Ltd. received three Upper Floor Renovation Loans for the properties at 119 – 127 4th St S for the renovation of partially vacant property for residential and commercial space in October 2017; and

WHEREAS Jeaneri, Ltd has failed to make consistent loan payments for several years; and

WHEREAS Jeaneri Ltd has requested a modification to the existing loans to enable Jeaneri Ltd to resume regular payments and bring the loan current; and

WHEREAS the existing loan documents need corrections and updates.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of La Crosse approves the request and authorizes the Mayor to sign the Loan Modification Agreement and other associated documents for the Upper Floor Loans with Jeaneri, Ltd.

BE IT FURTHER RESOLVED, that City staff is hereby authorized to take any and all steps 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	25-1108	Caption	Resolution approving Loan Modification Agreement and other associated documents for Upper Floor Loans with Dale Berg d/b/a Jeaneri, Ltd.
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Staff/Department Responsible for Legislation

Planning & Development

Requestor of Legislation

Dale Berg

Location, if applicable

119-127 4th Street S

Summary/Purpose

This legislation would extend the maturity date to 10/1/2036 with a 15-year amortization and monthly payments resuming on 11/1/2025. It will convert the outstanding current total amount owed to the city to a principal balance that will be paid back based on these terms. This new principal balance does not include compounding interest nor other allowable fees that could be charged, such as attorney's fees. The attached documents also require the borrower to provide Financial Statements and meet with the City upon the City's request, include updates to the collateral coverage, and include a late fee of 5% of the outstanding balance due after a 10-day grace period -which is standard for the City's small business loans. Additionally, other corresponding administrative documents have been included that needed updates.

Background

Jeaneri, Ltd has failed to make consistent loan payments for over 5 years. This borrower has requested a modification to the existing loans to enable Jeaneri Ltd to resume regular payments and bring the loan current. Additionally the existing loan documents need corrections and updates.

Fiscal Impact

The current outstanding balance owed to the City is \$629,892.86

Staff Recommendation

Approval



OFFICE OF THE MAYOR
LA CROSSE

25-1108

September 23, 2025

I hereby approve the submitting of the attached Legislation “Resolution approving Loan Modification Agreement and other associated documents for Upper Floor Loans with Dale Berg d/b/a Jeaneri, Ltd.” to be considered at the 10/2/2025 Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel

AMENDED & RESTATED MORTGAGE

THIS INDENTURE OF MORTGAGE, amended and restated this _____, 2025 is between Jeaneri, Ltd., with its address at 121 4th St S, La Crosse, Wisconsin 54601 and Dale D. Berg, an unmarried individual (hereafter together called "MORTGAGOR"), and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 (hereinafter called "MORTGAGEE"):

WITNESSETH THAT, the said Mortgagor hereby amends, restates, and replaces each of those mortgages previously given to the City of La Crosse, a Wisconsin municipal corporation located in La Crosse, Wisconsin, mortgaging real estate in La Crosse County, Wisconsin described as set forth below. The mortgages being amended and restated into a single document are dated January 16, 2018 and recorded on February 26, 2018 as Documents No. 1706744, 1706745, and 1706746 in the Register of Deeds Office of La Crosse County, Wisconsin (the "MORTGAGE").

Return to

Addis Law, LLC
P.O. Box 1627.
La Crosse, WI 54602

Parcel No.: 17-20023-35

SEE ATTACHED FOR LEGAL DESCRIPTION

Property Addresses: 119, 121, 123, 125, 127 4th Street South, La Crosse
Tax Parcel No.: 17-20023-35

Mortgagor for itself, successors, and assigns, does covenant with said Mortgagee, its successors, and assigns, as follows:

That Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; the same is free from all encumbrances, except a certain first mortgage lien in the principal amount not to exceed \$1,893,000 in favor of Citizens Bank of La Crosse and a certain second mortgage lien in the original principal amount of \$600,000 in favor of the City of La Crosse, which loan from the Upper Floor Renovation program shall be used solely for improvements to above real estate.

Mortgagor will warrant and defend the title to same against all lawful claims not hereinbefore expressly excepted.

PROVIDED, NEVERTHELESS, if the said Mortgagor, its permitted successors, and assigns shall pay to the Mortgagee all sums of principal and interest due and payable pursuant to each of the certain Promissory Note #1, Promissory Note #2, and Promissory Note #3 more fully described as follows, and comply with all terms of the Development agreement also more fully described as follows:

Promissory Note #1, as modified by Change in Terms Agreement of even date herewith originally in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, principal and interest payments commencing November 1, 2026 due and payable in full, or before October 1, 2035, approximately ten (10) years from the date payments commence.

Promissory Note #2, as modified by Change in Terms Agreement of even date herewith originally in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, principal and interest payments commencing November 1, 2026 due and payable in full, or before October 1, 2035, approximately ten (10) years from the date payments commence.

Promissory Note #3, as modified by Change in Terms Agreement of even date herewith originally in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, principal and interest payments commencing November 1, 2026 due and payable in full, or before October 1, 2035, approximately ten (10) years from the date payments commence.

Upper Floor Renovation Program Loan and Development Agreement 119-127 4th Street dated January 16, 2018 regarding the original loan in the principal amount of Six Hundred Thousand Dollars (\$600,000.00) with interest

thereon towards and regarding the renovation of the cost of second floor renovations at 119-127 4th Street South, La Crosse, WI, and any obligations remaining thereof.

Mortgagor agrees to also promptly pay all taxes, charges and special assessments on said premises, insurance premiums covering the buildings thereon and to perform all covenants and agreements herein contained.

FURTHERMORE, THE MORTGAGOR, for itself, its successors, and assigns does hereby covenant and agree with the Mortgagee, its successors, and assigns as follows:

1. **Fixtures.** This mortgage includes all fixtures, and if a Chattel Security Agreement is executed herewith, it will constitute a fixture filing and cover goods, including but not limited to those items specified in such Chattel Security Agreement which are now or hereafter installed and/or affixed to the described real estate.
2. **Rents and Leases.** Mortgagor hereby pledges all the rents, profits and income which shall arise or be had therefrom, thereby releasing and waiving all right to retain possession of said premises after any default in any payment of the obligation referred to herein, or breach of any of the covenants or agreements in the documents which this mortgage secures.
3. **Amended and Restated.** This amended mortgage is given to secure an indebtedness arising from the Mortgage, which has been amended by agreement executed herewith to encompass the additional debtor Mortgagor, combine underlying promissory notes, add reference to that certain development agreement, and update the legal description of the real estate. This mortgage also secures all renewals and/or extensions of such note as amended. All the terms and conditions of the note(s) as amended and any additional agreement(s) secured hereby are incorporated herein and made part hereof with the same force and effect as though fully set forth herein, including, but not limited to, duty to warrant title, insure fully, keep in repair and free from liens, and make payments for taxes and insurance monthly, pay higher interest rates on notice and defaults, the rights of the Mortgagee to accelerate the maturity date, and to commence an action at law or in equity because of said defaults.
4. **Due on Sale.** In the event that the mortgaged premises or any part thereof are sold, conveyed, or transferred, or in the event that either legal or equitable title, in any manner whatsoever, shall vest in any person other than the Mortgagor for any reason whatsoever, the entire indebtedness pursuant to this mortgage and the note that it secures shall become due and payable forthwith, without further notice, unless the Mortgagee consents to such transfer. If this mortgage is executed by a partnership, any change of general partners shall be deemed a transfer of title as referred to in this paragraph.
5. **Taxes and Assessments.** The Mortgagor agrees to pay all taxes and special levies and a reasonable sum of money as and all reasonable attorneys' fees in case of foreclosure hereof, bankruptcy or other litigation with respect to the loan and paid by the Mortgagee, shall be added to the indebtedness and secured by this mortgage. In the event of the improper performance of any of the conditions contained in the note or mortgage, the Mortgagee may commence proceedings to foreclose the mortgage. Mortgagor shall pay, before they become delinquent, all taxes and assessments and other charges now due or that may hereafter be levied or assessed against the property described above.
6. **Purpose.** The purpose of this document is to restate the original mortgage, to add Dale D. Berg as the mortgager, combine three promissory notes and mortgages into this amended document, reference the Development Agreement, and to update the real estate description and the payment schedule to account for the accrued interest and missed payments on the indebtedness of the Mortgagors to the Mortgagee.
7. **This mortgage also secures all debts, liabilities, and obligations of the Mortgagor to Mortgagee heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, under any interest rate swap, cap, collar, or development agreement entered into thereunder, all as amended, modified, supplemented or amended from time to time.**
8. **Insurance.** Mortgagor shall keep the improvements on the property insured against loss or damage occasioned by fire, extended coverage perils, and such other hazards as Mortgagee may require, through insurers approved by the Mortgagee, in an amount not less than the unpaid balance of the Note due Mortgagee, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of the Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with the Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. All proceeds from such insurance shall be applied, at Mortgagee's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the property.
9. **Condition and Repair.** To keep the property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
10. **Liens.** To keep the property free from liens and encumbrances superior to the lien of this mortgage except for the lien of Citizens State Bank of La Crosse.
11. **Prior Mortgages.** To perform all of the Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any failure to do so shall constitute a default under this Mortgage.
12. **Waste.** Not to commit waste or permit waste to be committed upon the property.
13. **Conveyance.** Not to sell, assign, mortgage, convey, or otherwise transfer any legal or equitable interest in all or part of the property, by deed, land contract, option, or in any other way, or to permit the same to occur without the written consent of the Mortgagee unless the indebtedness secured by this Mortgage is first paid in full. Upon any such sale, conveyance, or transfer, the entire

indebtedness shall become due and payable.

14. **Alteration or Removal.** Not to remove, demolish or materially alter any part of the property without Mortgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
15. **Condemnation.** To pay to Mortgagee all compensation received for taking of the property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the property, or any part. The compensation shall be applied in such manner as Mortgagee determines to rebuilding of the property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment).
16. **Ordinances; Inspections.** To comply with all laws, ordinances, and regulations affecting the property. Mortgagee and its authorized representatives may enter the property at reasonable times to inspect it and, at Mortgagee's option, repair or restore it.
17. **Authority of Mortgagee to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Mortgagee may perform the duties or cause them to be performed, including paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at a rate not in excess of the maximum rate permitted by law from the date of expenditure by Mortgagee to the date of payment by Mortgagor.
18. **Default; Acceleration; Remedies.** If, a) there is a failure to make a payment under the Note when due and such default continues for a period of ten (10) days, b) Mortgagor fails timely to observe or perform any of the Mortgagor's covenants contained in this Mortgage, Promissory Note #1, or Loan and Development Agreement; c) any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to Mortgagor is false in any material respect when made, or d) Mortgagor for the Note dies, ceases to exist or becomes insolvent or the subject of bankruptcy or other insolvency proceedings, the Note will, at the option of the Mortgagee be payable immediately, and Mortgagee may collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity.
19. **Waiver.** Mortgagee may waive any default without waving any subsequent or prior default by Mortgagor.
20. **Power of Sale.** In the event of foreclosure, Mortgagee may sell the property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
21. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Mortgagee under it, without regard to the adequacy or inadequacy of the property as security for the Note, the court may appoint a receiver of the property without bond, and may empower the receiver to take possession of the property and collect the rents and profits of the property, and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents and profits, when so collected, to be held and applied as the court may direct.
22. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Mortgagee in foreclosing this Mortgage.
23. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

IN TESTIMONY WHEREOF, the said Mortgagor has caused these presents to be executed in its name the day and year first above written.

By: JEANERI, LTD.

By: DALE D. BERG

Dale D. Berg, Member

Dale D. Berg, individually

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

Personally came before me, this _____, 2025 the above named representative of Jeaneri, Ltd., and Dale D. Berg, to me known to be the persons who executed the foregoing as their own free act and deed.

Notary Public, La Crosse County, Wisconsin

My commission expires _____

Drafted by Addis Law, LLC.

LEGAL DESCRIPTION

Property Address: 119-127 4th Street South, La Crosse

Tax Parcel No.: 17-20023-035

Lot 1 of La Crosse County Certified Survey Map recorded on 03/29/2018 in Volume 17 of Certified Survey Maps, page 100 as Document No. 1708034, being part of Lots 4 and 5 of Block 34 of the Town of La Crosse Addition, now City of La Crosse, being part of the SE 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, and Part of Lot 1 of Block 13 of C & F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, Now City of La Crosse, being part of the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin.

Formerly known as:

Property Address: 119-121 4th Street South, La Crosse

Tax Parcel No.: 17-20023-030 and 17-20033-010

That part of Lot Four (4) in Block Thirty-four (34) of Original Plat of the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Northwestern corner of said Lot 4; thence Southwesterly along the Northwestern line thereof 40.0 feet; thence Southeasterly, parallel with the Northeasterly line of said Lot 4 to the Township line between Townships 15 and 16, Range 7 West; thence Easterly along said Township line to its intersection with the Southeasterly line of said Lot 4, being the Westerly line of the alley; thence Northeasterly along said Southeasterly line to the Northeasterly corner of said Lot 4; thence Northwesternly along the Northeasterly line thereof to the point of beginning.

That part of the Northerly side of the Easterly end of Lot 1 in Block 13 of C. & F.J. Dunn, H. L. Dousman & Peter Cameron's Addition to the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin, as is sufficient to widen the Southeasterly end of Lot 4 in Block 34, of the Original Plat of the Town of La Crosse to the full width of 26.0 feet, so that said parcel of land shall in no part thereof be of less width Northerly and Southerly than 26.0 feet. Said parcel also being described as: All that part of Lot 1 in Block 13 of C. & F. J. Dunn, H. L. Dousman & Peter Cameron's Addition to the Town of La Crosse, in the City of La Crosse, lying Northeasterly of a line 26.0 feet Southwesterly of and parallel with the Northeasterly line of Lot 4 in Block 34 of the Original Plat of the Town of La Crosse.

Property Address: 123-127 4th Street South, La Crosse

Tax Parcel No.: 17-20033-020 and 17-20023-040

The South 20 feet of Lot 4 and all of Lot 5 in Block 34 of the Original Plat of the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin.

All that part of Lot One (1) in Block Thirteen (13) of C. and F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse, La Crosse County, Wisconsin, lying North of the centerline of the North party wall of the Dittman Building numbered 129 South 4th Street in the City of La Crosse, which party wall is also the South wall of the Mader Building, No. 123-125 South 4th Street in La Crosse, which centerline of said party wall is described in Quit Claim Deed dated May 14, 1946, and recorded April 29, 1947, in 216 Deeds, page 350, Document No. 491229 as follows: Commencing at a point in the Westerly line of said Lot 1, 16.98 feet South of the Northwest corner of said Lot 1; thence East in a straight line to point in the East line of said Lot 1 which is 17.74 feet South of the Northeast corner of the said Lot 1: EXCEPTING therefrom all that part of the above described parcel lying Northeasterly of a line drawn 26 feet Southwesterly of and parallel with the Northeasterly line of Lot 4 in Block 34, Town of La Crosse.

Together with Partywall Agreements as set forth in Volume 57 of Deeds, page 320 and Volume 69 of Deeds, page 289.

Together with a perpetual easement for ingress, egress, and parking purposes together with all rights necessary of convenient for the full enjoyment or use of the easement over the following described premises: Part of Lot 4 in Block 34 of the Original Plat of the Village (now City) of La Crosse and part of Lot 1 in Block 13 of C. and F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse, described as follows: Beginning at the Northeast corner of said Lot 4; thence North 63° 42' 10" West 20.22 feet, thence South 27° 16' 49" West 8.85 feet; thence North 63° 42' 10" West 8.47 feet; thence South 27° 16' 49" West 17.21 feet; thence North 63° 55' 13" West 30.93 feet; thence South 26° 57' 23" West 14.75 feet; thence South 63° 49' 10" West 5.21 feet; thence South 1° 03' 13" West 1.84 feet; thence South 89° 38' 04" East 3.25 feet; thence South 1° 03' 13" West 4 feet; thence North

89° 38' 04" West 3.25 feet; thence South 1° 03' 13" West 9.94 feet; thence South 89° 38' 04" East 71.64 feet to a point on the East line of said Lot 1; thence North along the East line of said Lot 1, a distance of 17.48 feet to the Northeast corner thereof; thence North 26° 12' 42" East 12.33 feet to the point of beginning.

COMMERCIAL GUARANTY

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text limitations.							

Borrower: **Jeaneri, Ltd. and Dale Berg**
 121 4th Street S
 La Crosse, WI 54601-3257

Guarantor: **D.B. Berg, Inc.**
 121 4th Street S
 La Crosse, WI 54601

Lender: **City of La Crosse**
 400 La Crosse Street
 La Crosse, WI 54601

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower, or any one or more of them, to Lender, and the performance and discharge of all Borrower's obligations under the Notes and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, or any one or more of them, and any present or future judgments against Borrower, or any one or more of them, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER, OR ANY ONE OR MORE OF THEM, TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR OCCURRING, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATION AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force and effect until all of the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after receipt of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness that at the time of notice of revocation is contingent, unliquidated, undetermined "now due" and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include any part of the Indebtedness that: is incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other Guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may be from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time, to: (a) make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this

Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court order or decree or other applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Additional Requirements.

Annual Statements. As soon as available, but in no event later than thirty (30) days after the end of each year, Guarantor's personal financial statement, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than one hundred twenty (120) days after the end of each fiscal year, Guarantor's Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender to: (A) continue lending money or to extend other credit to Borrower; (B) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender or Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person; (D) any right to claim against any other party to this Guaranty, including without limitation any defense based on statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (E) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any such claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against

Borrower, in the event of voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the debts owing to Lender shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or hereafter acquire against Borrower or against any assignee or trustee in bankruptcy for Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with the legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor shall also pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender, and to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dane County, State of Wisconsin.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations, and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If any part of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and the Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY". Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means Jeaneri, Ltd. and Dale Berg and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation D.B. Berg, Inc., and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means the City of La Crosse, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED _____.

GUARANTOR: D.B. BERG, INC.

X _____
Dale Berg, President

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of _____ authenticated this _____ day of _____, 2025.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WI)
) SS
COUNTY OF LA CROSSE)

On this day before me, the undersigned Notary Public, personally appeared Dale Berg, to me known to be the individual described in and who executed the Commercial Guaranty, and acknowledged that he or she signed the Guaranty as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2025.

By: _____

[Type or Print Name]

Notary Public in and for the State of Wisconsin

My commission expires _____

COMMERCIAL GUARANTY

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text limitations.							

Borrower: **Jeaneri, Ltd. and Dale Berg**
 121 4th Street S
 La Crosse, WI 54601-3257

Guarantor: **Jeaneri, Ltd**
 121 4th Street S
 La Crosse, WI 54601

Lender: **City of La Crosse**
 400 La Crosse Street
 La Crosse, WI 54601

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower, or any one or more of them, to Lender, and the performance and discharge of all Borrower's obligations under the Notes and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, or any one or more of them, and any present or future judgments against Borrower, or any one or more of them, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER, OR ANY ONE OR MORE OF THEM, TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR OCCURRING, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATION AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force and effect until all of the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after receipt of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness that at the time of notice of revocation is contingent, unliquidated, undetermined "now due" and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include any part of the Indebtedness that: is incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other Guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may be from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time, to: (a) make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this

Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court order or decree or other applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Additional Requirements.

Annual Statements. As soon as available, but in no event later than thirty (30) days after the end of each year, Guarantor's personal financial statement, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than one hundred twenty (120) days after the end of each fiscal year, Guarantor's Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender to: (A) continue lending money or to extend other credit to Borrower; (B) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender or Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person; (D) any right to claim against any other party to this Guaranty, including without limitation any defense based on statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (E) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any such claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against

Borrower, in the event of voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the debts owing to Lender shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or hereafter acquire against Borrower or against any assignee or trustee in bankruptcy for Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with the legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor shall also pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender, and to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dane County, State of Wisconsin.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations, and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If any part of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and the Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY". Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means Jeaneri, Ltd. and Dale Berg and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Jeaneri, Ltd., and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means the City of La Crosse, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED _____.

GUARANTOR: JEANERI, LTD.

X _____
Dale Berg, President

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of _____ authenticated this _____ day of _____, 2025.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WI)
) SS
COUNTY OF LA CROSSE)

On this day before me, the undersigned Notary Public, personally appeared Dale Berg, to me known to be the individual described in and who executed the Commercial Guaranty, and acknowledged that he or she signed the Guaranty as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 202.

By: _____

[Type or Print Name]

Notary Public in and for the State of Wisconsin

My commission expires _____

CHANGE IN TERMS AGREEMENT

Current Revised Principal Amount as of September 1, 2025

Note 1 - Loan Id: 30261-301041: \$209,934.38

Original Date of Agreement: January 16, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note #1 dated January 16, 2018 as renewed, modified or extended from time to time, between Borrower and Lender in the original principal amount of **\$200,000**. Interest has accrued to this Loan since its original issuance. Total current principal indebtedness is \$190,326.61 and accrued interest of \$19,607.77 which shall be added to principal, for a total outstanding balance (all principal as of this date) of \$209,934.38.

DESCRIPTION OF CHANGE IN TERMS. Effective with the date of this Agreement:

The Amortization of the Promissory Note shall be as shown on the attached exhibit.

The “Debtor” name therein shall change to “Dale D. Berg, an individual Wisconsin resident and Jeaneri, Ltd., a Wisconsin corporation, collectively.” Debtor shall be responsible for all of Lender’s attorney’s fees expended in enforcing the Promissory Note.

Collateral for the Promissory Note, which may be secured by mortgage, lien, commercial code or other filings from time to time, shall include:

- (a) all business fixtures, equipment, vehicles, inventory, and business property of Debtors
- (b) real estate located at 119-127 4th Street, South, La Crosse, WI 54601
- (c) all personal property and vehicles of Debtors

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest no later than October 1, 2035. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 1, 2025 (“Restarted Payment Date”) for a term of approximately 1 year and then commence the payments of Principal and Interest on November 1, 2026 with all subsequent principal and interest payments to be due on the same day of each month after that. All payments made to the date of this Agreement are noted on the Loan Amortization Schedule (“Schedule”). Payments shall resume as of the date of this Agreement and all penalties and interest to this date not shown on the Schedule are forgiven and waived, which does not waive any applicable penalties, fees, expenses or interest from this date forward. Amortization of the loan from the Restarted Payment Date shall be over a 15-year basis, approximate 10-year term with the applicable final payment of amounts outstanding.

INTEREST CALCULATION METHOD.

Interest on this Note shall be computed on the basis of the simple 1/12 method, whereby the annual interest rate is divided by twelve (12) to determine a monthly rate, which shall be applied to the outstanding principal balance. Interest shall accrue monthly and shall be due and payable with each installment. Any accrued but unpaid interest shall be added to the principal balance and shall thereafter bear interest at the rate stated herein.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's

CHANGE IN TERMS AGREEMENT

right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PENALTIES FOR LATE PAYMENT. Borrower shall pay for any payment due but not paid by the expiration of any applicable grace period, an amount equal to 5% of the total outstanding balance, whichever is greater, until the amount outstanding is paid in full according to the payment schedule. The applicable grace period for payment shall be 10 days.

CONSENT OF GUARANTOR. Each Guarantor expressly agrees to the terms, provisions and conditions of this Change In Terms Agreement, and acknowledges and ratifies all other terms of its Commercial Guaranty.

AGREEMENTS CONTINUE. All the terms, provisions, stipulations, powers, and covenants in the Related Documents (as defined below) shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, except as changed or modified in express terms by this Change In Terms Agreement. (a) The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connections with the Loan.

RELEASE. Borrower and each Guarantor hereby promises, releases, acquits, satisfies and forever discharges Lender of and from any and all manner of action and actions, cause and causes of action, suits, losses, collection costs, expenses (including without limitation any attorneys' fees and expenses), covenants, controversies, promises, damages, whatsoever in law or in equity which Borrower or Guarantor have ever had or now have to their knowledge, or which any personal representative, successor, assignee or beneficiary thereof ever had or now has to its knowledge arising under or in connection with this Change In Terms Agreement, any action taken or actions not taken by Lender in connection with the Note, or any other documents related thereto. Lender represents that does not know of any claim by Lender against Borrower under the Note or Related Documents.

COVENANTS AND WARRANTIES.

- (a) Borrower and each Guarantor, as applicable, hereby represent to, covenant with Lender, and acknowledge that:
 - (i) the date hereof, the Note and Related Documents as amended hereby are in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.
 - (ii) Neither Borrower nor Guarantor is in default in the payment of any sums, charges or obligations under the Note or Related Documents or in the payment or performance of any covenants, agreements or conditions of Borrower or Guarantor, as applicable,

CHANGE IN TERMS AGREEMENT

contained in the Note or Related Documents.

(iii) Borrower and Guarantor hereby confirm and reaffirm all of their obligations under the Note and the Related Documents, as modified and amended herein, and confirm and reaffirm that the Related Documents secure the Note.

(iv) As of the date hereof, neither Borrower nor Guarantor have any right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Note or Related Documents.

(v) As of the date hereof, neither Borrower nor Guarantor have any actual or potential actions, claims, suit or defenses arising from any letters of intent, correspondence or other communications (oral or written) between Borrower, Guarantor or Lender.

(vi) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower or Guarantor, as applicable (or to the knowledge of Borrower or Guarantor, as applicable, any basis for any such action, suit or proceeding), which adversely determined, might individually, or in the aggregate, materially adversely:

1. impair the ability of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents; or
2. affect the assets pledged as collateral under the Related Documents;

(vii) There is no presently known fact which affects, or may affect in the future (so far as the undersigned can foresee), materially and adversely the condition (financial or other) of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents.

(viii) Borrower represents and warrants that the liens of the Related Documents shall secure the Note as hereby amended to the same extent as the amendments made herein were set forth and described in the Note and Related Documents.

CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. To induce Lender to enter into this Change In Terms Agreement, Borrower and each Guarantor hereby certify, represent and warrant to Lender that all certifications, representations and warranties contained in the Note and the Related Documents and in all certifications, representations and warranties are hereby remade and made to speak as of the date of this Change In Terms Agreement.

REAFFIRMATION OF GUARANTY. Each Guarantor hereby reaffirms each and every obligation for payment and performance as set forth in its Commercial Guaranty and acknowledges that remains unconditionally and absolutely liable for the due and punctual payment of the outstanding principal balance of the Note plus interest thereon and any other monies due or which may come due thereon, as set forth in the Commercial Guaranty.

NO WAIVER. Notwithstanding anything contained in this Change In Terms Agreement to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower and each Guarantor acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Note or Related Documents nor has Lender waived any of the duties or obligations of Borrower or Guarantor thereunder. No waiver by Lender of any covenant or condition under the Note or Related Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Note or Related Documents shall be deemed waived by

CHANGE IN TERMS AGREEMENT

Lender unless waived in writing.

EXPENSES. To the extent not prohibited by law, Borrower agrees and shall pay all costs and expenses of Lender, including without limitation, any and all attorney's fees whether reasonable or actual at Lenders choice, in connection with any enforcement action under this Change in Terms Agreement, the Promissory Note, or any other associated document.

GOVERNING LAW. This Change In Terms Agreement shall be governed by the laws of the State of Wisconsin.

JURY WAIVER. ALL OF THE PARTIES HERETO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS CHANGE IN TERMS AGREEMENT OR ANY OF THE NOTE OR RELATED DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, WITH THE NOTE, OR ANY RELATED DOCUMENT OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND THE GUARANTORS AGREE THAT THEY WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED OR RELEASED UNDER THIS CHANGE IN TERMS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

MISCELLANEOUS.

- (a) This Change In Terms Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- (b) None of the covenants, terms or conditions of this Change In Terms Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.
- (c) This Change In Terms Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
- (d) The recitals to this Change In Terms Agreement are hereby incorporated into and made a part of this Change In Terms Agreement, and shall constitute covenants and representations of Borrower and shall be binding upon and enforceable against Borrower.
- (e) Any defined terms contained in this Change In Terms Agreement not otherwise defined in this Change In Terms Agreement shall have the meaning as set forth in the Note or Related Documents.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING ALL INTEREST RATE, PAYMENT AND TERM PROVISIONS.

SIGNATURES ON THE FOLLOWING PAGE ARE INCORPORATED INTO THIS AGREEMENT.

CHANGE IN TERMS AGREEMENT

CHANGE IN TERMS SIGNERS:

X _____

Dale D. Berg

Dated:

JEANERI, LTD.

X _____

Dale Berg, Sole

Shareholder and President

Dated:

CHANGE IN TERMS AGREEMENT

Current Revised Principal Amount as of September 1, 2025

Note 2 - Loan Id: 30261-301042: \$209,955.10

Original Date of Agreement: January 16, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note #2 dated January 16, 2018 as renewed, modified or extended from time to time, between Borrower and Lender in the original principal amount of **\$200,000**. Interest has accrued to this Loan since its original issuance. Total current principal indebtedness is \$190,348.47 and accrued interest of \$19,606.63 which shall be added to principal, for a total outstanding balance (all principal as of this date) of \$209,955.10.

DESCRIPTION OF CHANGE IN TERMS. Effective with the date of this Agreement:

The Amortization of the Promissory Note shall be as shown on the attached exhibit.

The “Debtor” name therein shall change to “Dale D. Berg, an individual Wisconsin resident and Jeaneri, Ltd., a Wisconsin corporation, collectively.” Debtor shall be responsible for all of Lender’s attorney’s fees expended in enforcing the Promissory Note.

Collateral for the Promissory Note, which may be secured by mortgage, lien, commercial code or other filings from time to time, shall include:

- (a) all business fixtures, equipment, vehicles, inventory, and business property of Debtors
- (b) real estate located at 119-127 4th Street, South, La Crosse, WI 54601
- (c) all personal property and vehicles of Debtors

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest no later than October 1, 2035. In addition, Borrower will pay regular monthly payments of interest due as of each payment date, beginning November 1, 2025 (“Restarted Payment Date”) for a term of approximately 1 year and then commence the payments of Principal and Interest on November 1, 2026, with all subsequent principal and interest payments to be due on the same day of each month after that. All payments made to the date of this Agreement are noted on the Loan Amortization Schedule (“Schedule”). Payments shall resume as of the date of this Agreement and all penalties and interest to this date not shown on the Schedule are forgiven and waived, which does not waive any applicable penalties, fees, expenses or interest from this date forward. Amortization of the loan from the Restarted Payment Date shall be over a 15-year basis, approximate 10-year term with the applicable final payment of amounts outstanding.

INTEREST CALCULATION METHOD.

Interest on this Note shall be computed on the basis of the simple 1/12 method, whereby the annual interest rate is divided by twelve (12) to determine a monthly rate, which shall be applied to the outstanding principal balance. Interest shall accrue monthly and shall be due and payable with each installment. Any accrued but unpaid interest shall be added to the principal balance and shall thereafter bear interest at the rate stated herein.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's

CHANGE IN TERMS AGREEMENT

right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PENALTIES FOR LATE PAYMENT. Borrower shall pay for any payment due but not paid by the expiration of any applicable grace period, an amount equal to 5% of the total outstanding balance, whichever is greater, until the amount outstanding is paid in full according to the payment schedule. The applicable grace period for payment shall be 10 days.

CONSENT OF GUARANTOR. Each Guarantor expressly agrees to the terms, provisions and conditions of this Change In Terms Agreement, and acknowledges and ratifies all other terms of its Commercial Guaranty.

AGREEMENTS CONTINUE. All the terms, provisions, stipulations, powers, and covenants in the Related Documents (as defined below) shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, except as changed or modified in express terms by this Change In Terms Agreement. (a) The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connections with the Loan.

RELEASE. Borrower and each Guarantor hereby promises, releases, acquits, satisfies and forever discharges Lender of and from any and all manner of action and actions, cause and causes of action, suits, losses, collection costs, expenses (including without limitation any attorneys' fees and expenses), covenants, controversies, promises, damages, whatsoever in law or in equity which Borrower or Guarantor have ever had or now have to their knowledge, or which any personal representative, successor, assignee or beneficiary thereof ever had or now has to its knowledge arising under or in connection with this Change In Terms Agreement, any action taken or actions not taken by Lender in connection with the Note, or any other documents related thereto. Lender represents that does not know of any claim by Lender against Borrower under the Note or Related Documents.

COVENANTS AND WARRANTIES.

- (a) Borrower and each Guarantor, as applicable, hereby represent to, covenant with Lender, and acknowledge that:
 - (i) the date hereof, the Note and Related Documents as amended hereby are in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.
 - (ii) Neither Borrower nor Guarantor is in default in the payment of any sums, charges or obligations under the Note or Related Documents or in the payment or performance of any covenants, agreements or conditions of Borrower or Guarantor, as applicable,

CHANGE IN TERMS AGREEMENT

contained in the Note or Related Documents.

(iii) Borrower and Guarantor hereby confirm and reaffirm all of their obligations under the Note and the Related Documents, as modified and amended herein, and confirm and reaffirm that the Related Documents secure the Note.

(iv) As of the date hereof, neither Borrower nor Guarantor have any right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Note or Related Documents.

(v) As of the date hereof, neither Borrower nor Guarantor have any actual or potential actions, claims, suit or defenses arising from any letters of intent, correspondence or other communications (oral or written) between Borrower, Guarantor or Lender.

(vi) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower or Guarantor, as applicable (or to the knowledge of Borrower or Guarantor, as applicable, any basis for any such action, suit or proceeding), which adversely determined, might individually, or in the aggregate, materially adversely:

1. impair the ability of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents; or
2. affect the assets pledged as collateral under the Related Documents;

(vii) There is no presently known fact which affects, or may affect in the future (so far as the undersigned can foresee), materially and adversely the condition (financial or other) of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents.

(viii) Borrower represents and warrants that the liens of the Related Documents shall secure the Note as hereby amended to the same extent as the amendments made herein were set forth and described in the Note and Related Documents.

CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. To induce Lender to enter into this Change In Terms Agreement, Borrower and each Guarantor hereby certify, represent and warrant to Lender that all certifications, representations and warranties contained in the Note and the Related Documents and in all certifications, representations and warranties are hereby remade and made to speak as of the date of this Change In Terms Agreement.

REAFFIRMATION OF GUARANTY. Each Guarantor hereby reaffirms each and every obligation for payment and performance as set forth in its Commercial Guaranty and acknowledges that remains unconditionally and absolutely liable for the due and punctual payment of the outstanding principal balance of the Note plus interest thereon and any other monies due or which may come due thereon, as set forth in the Commercial Guaranty.

NO WAIVER. Notwithstanding anything contained in this Change In Terms Agreement to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower and each Guarantor acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Note or Related Documents nor has Lender waived any of the duties or obligations of Borrower or Guarantor thereunder. No waiver by Lender of any covenant or condition under the Note or Related Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Note or Related Documents shall be deemed waived by

CHANGE IN TERMS AGREEMENT

Lender unless waived in writing.

EXPENSES. To the extent not prohibited by law, Borrower agrees and shall pay all costs and expenses of Lender, including without limitation, any and all attorney's fees whether reasonable or actual at Lenders choice, in connection with any enforcement action under this Change in Terms Agreement, the Promissory Note, or any other associated document.

GOVERNING LAW. This Change In Terms Agreement shall be governed by the laws of the State of Wisconsin.

JURY WAIVER. ALL OF THE PARTIES HERETO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS CHANGE IN TERMS AGREEMENT OR ANY OF THE NOTE OR RELATED DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, WITH THE NOTE, OR ANY RELATED DOCUMENT OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND THE GUARANTORS AGREE THAT THEY WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED OR RELEASED UNDER THIS CHANGE IN TERMS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

MISCELLANEOUS.

- (a) This Change In Terms Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- (b) None of the covenants, terms or conditions of this Change In Terms Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.
- (c) This Change In Terms Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
- (d) The recitals to this Change In Terms Agreement are hereby incorporated into and made a part of this Change In Terms Agreement, and shall constitute covenants and representations of Borrower and shall be binding upon and enforceable against Borrower.
- (e) Any defined terms contained in this Change In Terms Agreement not otherwise defined in this Change In Terms Agreement shall have the meaning as set forth in the Note or Related Documents.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING ALL INTEREST RATE, PAYMENT AND TERM PROVISIONS.

SIGNATURES ON THE FOLLOWING PAGE ARE INCORPORATED INTO THIS AGREEMENT.

CHANGE IN TERMS AGREEMENT

CHANGE IN TERMS SIGNERS:

X _____

Dale D. Berg

Dated:

JEANERI, LTD.

X _____

Dale Berg, Sole

Shareholder and President

Dated:

CHANGE IN TERMS AGREEMENT

Current Revised Principal Amount as of September 1, 2025

Note 3 - Loan Id: 30261-301043: \$210,003.38

Original Date of Agreement: January 16, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note#3 dated January 16, 2018 as renewed, modified or extended from time to time, between Borrower and Lender in the original principal amount of **\$200,000**. Interest has accrued to this Loan since its original issuance. Total current principal indebtedness is \$190,391.58 and accrued interest of \$19,611.80 which shall be added to principal, for a total outstanding balance (all principal as of this date) of \$210,003.38.

DESCRIPTION OF CHANGE IN TERMS. Effective with the date of this Agreement:

The Amortization of the Promissory Note shall be as shown on the attached exhibit.

The “Debtor” name therein shall change to “Dale D. Berg, an individual Wisconsin resident and Jeaneri, Ltd., a Wisconsin corporation, collectively.” Debtor shall be responsible for all of Lender’s attorney’s fees expended in enforcing the Promissory Note.

Collateral for the Promissory Note, which may be secured by mortgage, lien, commercial code or other filings from time to time, shall include:

- (a) all business fixtures, equipment, vehicles, inventory, and business property of Debtors
- (b) real estate located at 119-127 4th Street, South, La Crosse, WI 54601
- (c) all personal property and vehicles of Debtors

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest no later than October 1, 2035. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 1, 2025 (“Restarted Payment Date”) for a term of approximately 1 year and then commence the payments of Principal and Interest on November 1, 2026., with all subsequent principal and interest payments to be due on the same day of each month after that. All payments made to the date of this Agreement are noted on the Loan Amortization Schedule (“Schedule”). Payments shall resume as of the date of this Agreement and all penalties and interest to this date not shown on the Schedule are forgiven and waived, which does not waive any applicable penalties, fees, expenses or interest from this date forward. Amortization of the loan from the Restarted Payment Date shall be over a 15 year basis, approximate 10 year term with the applicable final payment of amounts outstanding.

INTEREST CALCULATION METHOD.

Interest on this Note shall be computed on the basis of the simple 1/12 method, whereby the annual interest rate is divided by twelve (12) to determine a monthly rate, which shall be applied to the outstanding principal balance. Interest shall accrue monthly and shall be due and payable with each installment. Any accrued but unpaid interest shall be added to the principal balance and shall thereafter bear interest at the rate stated herein.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change

CHANGE IN TERMS AGREEMENT

in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PENALTIES FOR LATE PAYMENT. Borrower shall pay for any payment due but not paid by the expiration of any applicable grace period, an amount equal to 5% of the total outstanding balance, whichever is greater, until the amount outstanding is paid in full according to the payment schedule. The applicable grace period for payment shall be 10 days.

CONSENT OF GUARANTOR. Each Guarantor expressly agrees to the terms, provisions and conditions of this Change In Terms Agreement, and acknowledges and ratifies all other terms of its Commercial Guaranty.

AGREEMENTS CONTINUE. All the terms, provisions, stipulations, powers, and covenants in the Related Documents (as defined below) shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, except as changed or modified in express terms by this Change In Terms Agreement. (a) The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connections with the Loan

RELEASE. Borrower and each Guarantor hereby promises, releases, acquits, satisfies and forever discharges Lender of and from any and all manner of action and actions, cause and causes of action, suits, losses, collection costs, expenses (including without limitation any attorneys' fees and expenses), covenants, controversies, promises, damages, whatsoever in law or in equity which Borrower or Guarantor have ever had or now have to their knowledge, or which any personal representative, successor, assignee or beneficiary thereof ever had or now has to its knowledge arising under or in connection with this Change In Terms Agreement, any action taken or actions not taken by Lender in connection with the Note, or any other documents related thereto. Lender represents that does not know of any claim by Lender against Borrower under the Note or Related Documents.

COVENANTS AND WARRANTIES.

- (a) Borrower and each Guarantor, as applicable, hereby represent to, covenant with Lender, and acknowledge that:
 - (i) the date hereof, the Note and Related Documents as amended hereby are in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.
 - (ii) Neither Borrower nor Guarantor is in default in the payment of any sums, charges or obligations under the Note or Related Documents or in the payment or performance of any covenants, agreements or conditions of Borrower or Guarantor, as applicable, contained in the Note or Related Documents.

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- (iii) Borrower and Guarantor hereby confirm and reaffirm all of their obligations under the Note and the Related Documents, as modified and amended herein, and confirm and reaffirm that the Related Documents secure the Note.
- (iv) As of the date hereof, neither Borrower nor Guarantor have any right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Note or Related Documents.
- (v) As of the date hereof, neither Borrower or Guarantor have any actual or potential actions, claims, suit or defenses arising from any letters of intent, correspondence or other communications (oral or written) between Borrower, Guarantor or Lender.
- (vi) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower or Guarantor, as applicable (or to the knowledge of Borrower or Guarantor, as applicable, any basis for any such action, suit or proceeding), which adversely determined, might individually, or in the aggregate, materially adversely:
 - 1. impair the ability of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents; or
 - 2. affect the assets pledged as collateral under the Related Documents;
- (vii) There is no presently known fact which affects, or may affect in the future (so far as the undersigned can foresee), materially and adversely the condition (financial or other) of Borrower or Guarantor to pay or perform its obligations under the Note or Related Documents.
- (viii) Borrower represents and warrants that the liens of the Related Documents shall secure the Note as hereby amended to the same extent as the amendments made herein were set forth and described in the Note and Related Documents.

CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. To induce Lender to enter into this Change In Terms Agreement, Borrower and each Guarantor hereby certify, represent and warrant to Lender that all certifications, representations and warranties contained in the Note and the Related Documents and in all certifications, representations and warranties are hereby remade and made to speak as of the date of this Change In Terms Agreement.

REAFFIRMATION OF GUARANTY. Each Guarantor hereby reaffirms each and every obligation for payment and performance as set forth in its Commercial Guaranty and acknowledges that remains unconditionally and absolutely liable for the due and punctual payment of the outstanding principal balance of the Note plus interest thereon and any other monies due or which may come due thereon, as set forth in the Commercial Guaranty.

NO WAIVER. Notwithstanding anything contained in this Change In Terms Agreement to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower and each Guarantor acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Note or Related Documents nor has Lender waived any of the duties or obligations of Borrower or Guarantor thereunder. No waiver by Lender of any covenant or condition under the Note or Related Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Note or Related Documents shall be deemed waived by Lender unless waived in writing.

CHANGE IN TERMS AGREEMENT

EXPENSES. To the extent not prohibited by law, Borrower agrees and shall pay all costs and expenses of Lender, including without limitation, any and all attorney's fees whether reasonable or actual at Lenders choice, in connection with any enforcement action under this Change in Terms Agreement, the Promissory Note, or any other associated document.

GOVERNING LAW. This Change In Terms Agreement shall be governed by the laws of the State of Wisconsin.

JURY WAIVER. ALL OF THE PARTIES HERETO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS CHANGE IN TERMS AGREEMENT OR ANY OF THE NOTE OR RELATED DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, WITH THE NOTE, OR ANY RELATED DOCUMENT OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND THE GUARANTORS AGREE THAT THEY WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED OR RELEASED UNDER THIS CHANGE IN TERMS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

MISCELLANEOUS.

- (a) This Change In Terms Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- (b) None of the covenants, terms or conditions of this Change In Terms Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.
- (c) This Change In Terms Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
- (d) The recitals to this Change In Terms Agreement are hereby incorporated into and made a part of this Change In Terms Agreement, and shall constitute covenants and representations of Borrower and shall be binding upon and enforceable against Borrower.
- (e) Any defined terms contained in this Change In Terms Agreement not otherwise defined in this Change In Terms Agreement shall have the meaning as set forth in the Note or Related Documents.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING ALL INTEREST RATE, PAYMENT AND TERM PROVISIONS.

SIGNATURES ON THE FOLLOWING PAGE ARE INCORPORATED INTO THIS AGREEMENT.

CHANGE IN TERMS AGREEMENT

CHANGE IN TERMS SIGNERS:

X _____

Dale D. Berg

Dated:

JEANERI, LTD.

X _____

Dale Berg, Sole

Shareholder and President

Dated:

UNLIMITED GUARANTY

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text limitations.							

Borrower: **Jeaneri, Ltd. and Dale Berg**
 121 4th Street S
 La Crosse, WI 54601-3257
Guarantor: **Dale D. Berg a/k/a Dale B. Berg**
 1305 South Avenue
 La Crosse, WI 54601

Lender: **City of La Crosse**
 400 La Crosse Street
 La Crosse, WI 54601

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower, or any one or more of them, to Lender, and the performance and discharge of all Borrower's obligations under any Notes and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, or any one or more of them, and any present or future judgments against Borrower, or any one or more of them, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER, OR ANY ONE OR MORE OF THEM, TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR OCCURRING, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATION AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force and effect until all of the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after receipt of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness that at the time of notice of revocation is contingent, unliquidated, undetermined "now due" and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include any part of the Indebtedness that: is incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other Guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may be from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time, to: (a) make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this

Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court order or decree or other applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Additional Requirements.

Annual Statements. As soon as available, but in no event later than thirty (30) days after the end of each year, Guarantor's personal financial statement, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than one hundred twenty (120) days after the end of each fiscal year, Guarantor's Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender to: (A) continue lending money or to extend other credit to Borrower; (B) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender or Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person; (D) any right to claim against any other party to this Guaranty, including without limitation any defense based on statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (E) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any such claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against

Borrower, in the event of voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the debts owing to Lender shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or hereafter acquire against Borrower or against any assignee or trustee in bankruptcy for Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with the legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor shall also pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender, and to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dane County, State of Wisconsin.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations, and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If any part of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and the Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY". Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means Jeaneri, Ltd. and Dale Berg and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Dale D. Berg, aka Dale B. Berg, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means the City of La Crosse, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED _____.

GUARANTOR:

X _____
Dale D. Berg (a/k/a Dale B. Berg)

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of _____ authenticated this _____ day of _____, 2024.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WI)
) SS
COUNTY OF LA CROSSE)

On this day before me, the undersigned Notary Public, personally appeared Dale D. Berg aka Dale B. Berg, to me known to be the individual described in and who executed the Commercial Guaranty, and acknowledged that he or she signed the Guaranty as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2025.

By: _____

[Type or Print Name]

Notary Public in and for the State of Wisconsin

My commission expires _____

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("**Agreement**") is made by and among the City of La Crosse, a Wisconsin municipal corporation ("**Lender**"); JEANERI, Ltd., a Wisconsin corporation ("**Jeaneri**"), DALE BERG, a single individual ("**Dale**") (together with Jeaneri, collectively, the "**Borrowers**"); Dale, Jeaneri, , and D.B. Berg, Inc., a Wisconsin corporation ("**DB Berg**") (collectively, the "**Individual Guarantors**") and is made as of the date shown on the Lender's signature page (the "**Agreement Date**"), but is effective with respect to the modification set forth in Section 3 as of September 1, 2025 (the "**Effective Date**"), subject to the terms and conditions below.

RECITALS

A. Jeaneri has executed and delivered to Lender the following promissory notes (collectively, the "**Jeaneri Notes**"), which evidence certain business purposes loans (collectively, the "**Jeaneri Loans**") extended to Jeaneri by Lender:

Promissory Note #1 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 1**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 1**");

Promissory Note #2 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 2**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 2**"); and

Promissory Note #3 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 3**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 3**")

B. The Jeaneri Notes are subject to the terms and conditions of the following agreements (collectively, the "**Jeaneri Agreement**"):

Upper Floor Renovation Program Loan and Development Agreement dated as of January 16, 2018, between Jeaneri and Lender.

C. All indebtedness evidenced by the Jeaneri Notes and Jeaneri Agreement, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto; however arising, whether liquidated or unliquidated, whether absolute or contingent, and of whatever nature, including without limitation, costs and expenses of collection and enforcement of the Loan Documents (as defined below), including without limitation attorneys' fees of both inside and outside counsel, are referred to in this Agreement as the "**Jeaneri Obligations**").

D. The Jeaneri Obligations and all other obligations of the Borrowers to Lender, or any one of them, whether now existing or hereafter arising (collectively, the "**Obligations**") are secured by liens on the property described in the following documents (collectively the "**Security Documents**"):

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706744 in the Office of the La Crosse County, Wisconsin Register of Deeds;

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706745 in the Office of the La Crosse County, Wisconsin Register of Deeds;

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706746 in the Office of the La Crosse County, Wisconsin Register of Deeds.

E. La Crosse County Circuit Court Case No. 2020-CV-0336 was filed involving, among other parties, the Borrowers, the Guarantors, and the City, which included claims for construction-lien foreclosure and damages (the “Case”). The Individual Guarantors, Merchants Bank, N.A., and the City participated in mediation on December 11, 2023, executing a written Settlement Agreement. The City was dismissed from the Case on June 19, 2024.

F. Jeaneri Note 1 is in default due to non-payment, Jeaneri Note 2 is in default due to non-payment; and Jeaneri Note 3 is in default due to non-payment.

G. The Parties have agreed to modify the terms of the Loan obligations upon the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing Recitals, the agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

(a) “Collateral” means collectively all property of each of the Loan Parties, whether such property is now owned and existing or hereafter acquired or arising, in which Lender has been granted a security interest, mortgage, or lien, or which has been assigned to Lender, as collateral for all or any part of the Obligations or any guaranty, including, without limitation, the property described in the Security Documents.

(b) “Loan Documents” means collectively the Jeaneri Notes, the Jeaneri Agreement, the Jeaneri Guaranties, the Dale Guaranties, the DB Berg Guaranties, the Security Agreements and all other instruments, agreements and other documents, whether now or hereafter existing, evidencing, securing, guaranteeing, or otherwise related to, all or any part of the Obligations, including any and all modifications thereof evidenced, entered into, made, or referred to by this Agreement or pursuant to its terms.

(c) “Loan Parties” means collectively Jeaneri and Dale D. Berg a/k/a Dale B. Berg, and “Loan Party” means Jeaneri and Dale D. Berg a/k/a Dale B. Berg, individually.

2. Acknowledgments. The Loan Parties acknowledge and agree as follows:

(a) Recitals. The above recitals are true and correct.

(b) Failure to Reference Document not a Waiver. Lender is or may be the holder of agreements, instruments, or other documents securing, guaranteeing, or otherwise related to all or any portion of the Obligations (other than promissory notes or other similar documents evidencing extensions of credit by Lender), which are not specifically referenced in the recitals to this Agreement. The failure to specifically reference any such agreement, instrument, or other document in the recitals to this Agreement shall not be deemed a waiver of any of Lender's rights or any obligations of any of the Loan Parties, under any such agreement, instrument, or other document, as to which all of Lender's rights and all obligations of each of the Loan Parties remain in full force and effect.

(c) Preservation of Rights and Remedies. Except as expressly provided to the contrary herein, (i) all of Lender's rights and remedies available under the Loan Documents and at law and in equity remain unchanged and available without restriction; (ii) the terms of the Loan Documents remain in full force and effect; and (iii) the respective obligations and duties of the Loan Parties to Lender will not be released, impaired, diminished, or amended as a result of the execution and delivery of this Agreement or by any subsequent undertakings of the parties.

(d) Confirmation of Indebtedness. The outstanding amounts under the Notes, as of **September 1, 2025, prior** to giving effect to the modifications and amendments set forth in this Agreement, are:

Jeaneri Note 1 (30261-301041)	
Principal	\$190,326.61
Interest	\$19,607.77
Total	\$209,934.38

Jeaneri Note 2 (30261-301042)	
Principal	\$190,348.47
Interest	\$19,606.63
Total	\$209,955.10

Jeaneri Note 3 (30261-301043)	
Principal	\$190,391.58
Interest	\$19,611.80
Total	\$210,003.38

(e) Liens. The liens of Lender in the Collateral constitute valid, enforceable and perfected security interests and liens as to which none of the Loan Parties have any offsets, deductions, counterclaims, or defenses of any kind or character whatsoever.

(f) Loan Documents. The Loan Documents are valid, binding and enforceable against the Loan Parties in accordance with their respective terms, and each of the Loan Parties hereby ratifies each of the Loan Documents to which they are a party. There have been no modifications, amendments, or changes to any of the Loan Documents prior to this Agreement except pursuant to a writing signed by Lender and each other party thereto.

(g) Lender's Compliance with Loan Documents. Lender has (i) fully and timely performed all of its obligations and duties to each of the Loan Parties under the Loan Documents, (ii) no obligation to, nor has it made any representation of any kind that it will, extend any financial accommodations to any of the Loan Parties not expressly contemplated under the Loan Documents or this Agreement, (iii) not made any agreements, representations, or commitments to any of the Loan Parties, other than those expressly set forth in this Agreement or in the Loan Documents, and (iv) acted reasonably, in good faith, and appropriately under the circumstances, and within Lender's rights under the Loan Documents and applicable law, in all actions taken by Lender with respect to each of the Loan Parties and all of the Collateral.

3. Loan Modifications. Lender and Loan Parties agree that the Loan Documents shall be amended and supplemented as follows, so long as the conditions to effectiveness set forth in Section 4 are satisfied or waived as set forth in Section 4:

(a) Jeaneri Note 1 (Loan No. 1). Jeaneri Note 1 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Debtor Name. The name of the debtor shall be "Dale D. Berg and Jeaneri, Ltd., a Wisconsin corporation."
- (ii) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025 the first payment now due under this Agreement. The final payment is due no later than October 1, 2035.
- (iii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iv) Change in Payment Schedule. See attached Combined Loan Amortization Schedule.
- (v) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 1 at any time without penalty, except penalties from noncompliance with another obligation.
- (vi) Extension Fee. N/A
- (vii) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section

3(a). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(b) Jeaneri Note 2 (Loan No. 2). Jeaneri Note 2 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025 the first payment now due under this Agreement. The final payment is due no later than October 1, 2035.
- (ii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iii) Change in Payment Schedule. See attached Combined Loan Amortization Schedule
- (iv) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 2 at any time without penalty, except penalties from noncompliance with another obligation.
- (v) Extension Fee. N/A
- (vi) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section 3(b). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(c) Jeaneri Note 3 (Loan No. 3). Jeaneri Note 3 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025, the date of the first payment now due under this Agreement. Final payment is due no later than October 1, 2035.
- (ii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iii) Change in Payment Schedule. See attached Combined Loan Amortization Schedule
- (iv) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 3 at any time without

penalty, except penalties from noncompliance with another obligation.

(v) Extension Fee. N/A

(vi) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section 3(c). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(d) Financial Statements. In addition to such other financial statements required by the Loan Documents, the Loan Parties shall—upon request of the Lender—furnish the Lender with the following:

(i) Tax Returns. Upon request of the Lender, the Loan Parties shall provide all current Federal and other governmental returns, including all schedules for each of the Loan Parties prepared by the applicable Loan Parties, for the current year, and for any tax year in which payments under this Agreement are due.

(ii) Interim Financial Statements. Upon request of the Lender, the Loan Parties shall furnish Lender with a balance sheet and profit and loss statement for the period ended, for Jeaneri and DB Berg, prepared by the Loan Parties.

(iii) Pipeline Report Projections. Upon request of the Lender, Jeaneri and DB Berg shall furnish Lender with a report showing all existing and new contracts for work to be performed.

(e) Regular Meetings. Borrowers shall be available to meet with Lender at reasonable times requested by the Lender, to discuss all matters concerning the Loans.

(f) Additional Collateral. Borrower hereby pledges all business personal property, fixtures, trade fixtures, equipment, inventory, receipts, rents, and all other property by a certain Security Agreement, executed herewith.

(g) Combined Loans and Mortgages. Borrower hereby agrees that Lender shall file documents to amend and/or re-secure the Obligations in a form acceptable to Lender, consistent with the terms of this Agreement, including a single Amended and Restated Mortgage for each item of collateral such as real property, to encompass each of the three loans evidenced by promissory notes.

4. Effectiveness of this Agreement. This Agreement shall be effective as of the Execution Date upon the satisfaction of each of the conditions set forth in Sections 4(a) through 4(d) below (unless otherwise agreed to by Lender in writing).

(a) Agreement. The execution and delivery of this Agreement by the Loan Parties and Lender.

(b) Guaranties. The Individual Guarantors shall execute unlimited commercial guaranties of all of the Obligations in such form, detail and content satisfactory to Lender.

(c) Change in Terms Agreements. Change in Terms Agreements, for Loan Nos. 1, 2, and 3, originally dated as of January 16, 2018, executed by all the parties in such form, detail and content satisfactory to Lender.

(d) Other Documents. Lender shall have received the following from the Loan Parties, all in form, detail and content satisfactory to Lender:

(i) Jeaneri Certificate. Copies certified by the shareholders of Jeaneri to be true and correct and in full force and effect on the date hereof, of [1] Jeaneri's articles of incorporation and operating agreement. [2] the resolutions of Jeaneri's shareholders authorizing the execution and delivery of this Agreement and all documents required to be delivered in connection herewith and Jeaneri's performance thereunder and [3] a statement containing the names and titles of the representatives of Jeaneri authorized to sign such documents, together with true signatures of each such representative.

(ii) DB Berg Certificate. Copies certified by the shareholders of DB Berg to be true and correct and in full force and effect on the date hereof, of [1] DB Berg's articles of incorporation and operating agreement. [2] the resolutions of DB Berg's shareholders authorizing the execution and delivery of this Agreement and all documents required to be delivered in connection herewith and DB Berg's performance thereunder and [3] a statement containing the names and titles of the representatives of DB Berg authorized to sign such documents, together with true signatures of each such representative.

(e) Payments. Lender shall have received immediately available funds in an amount equal necessary to bring all payments required by this Agreement current, to be applied to the Obligations by the Lender in accordance with the Loan Documents as amended by this Agreement.

(f) Proceedings Satisfactory. All proceedings taken in connection with the transactions contemplated by this Section 4 hereof, and all instruments, authorizations and other documents required by Section 4 hereof, shall be satisfactory to Lender. The later of (a) the date on which the last of the conditions and requirements in this Section 4 has been satisfied, or waived in writing by the Lender; and (b) the Agreement Date is called the "Closing Date." The provisions of this Section 4 are solely for the Lender's benefit and protection. If the Lender has not received all of the items stated above in this Section 4 by September 1, 2025 (the "Closing Deadline"), then the Lender shall have the right in its sole and absolute discretion either to (y) waive any missing items by giving written notice to the Borrowers at any time after the Closing Deadline, or (z) terminate this Agreement by giving written notice to the Borrower not later than 30 days after the Closing Deadline ("Termination Notice"). Upon Lender's delivery of a Termination Notice to the Borrowers, this Agreement shall have no further force or effect, and

the parties' rights and obligations shall continue to be governed by the Loan Documents as they existed without the modifications contemplated by this Agreement

5. Cross-Collateralization and Cross-Default of Loan Documents. The Loan Parties acknowledge and agree that the security interests, liens and other rights and interests in and relative to any collateral now or hereafter granted to Lender by any of the Loan Parties by or in any instrument or agreement, including but not limited to the Security Documents, shall serve as security for any and all obligations of Borrowers to Lender, and, for the repayment thereof, Lender may resort to any security held by it in such order and manner as it may elect. Notwithstanding anything in the Loan Documents to the contrary, a default or event of default under any of the Loan Documents shall constitute a default and event of default under each of the Loan Documents and an Event of Default hereunder shall constitute a default and event of default under each of the Loan Documents. The Loan Parties grant and acknowledge that Lender may at its sole discretion file any document as shall securitize the obligations of this Agreement, including but not limited to lien(s), Uniform Commercial Code filings, or memorandums of agreement with the relevant circuit court or register of deeds office.

6. No Duress or Reliance. The Loan Parties acknowledge and agree that the Loan Parties have received the advice of independent counsel, appraisers, and accountants selected by the Loan Parties, or the opportunity to obtain such advice, before entering into this Agreement and the other Loan Documents referred to in this Agreement, and has not relied upon the Lender or any of its officers, directors, employees, agents or attorneys concerning any aspect of the transactions contemplated by this Agreement and the other Loan Documents referred to in this Agreement. The Loan Parties executed and delivered this Agreement of each of the Loan Parties' own free will and will execute and deliver the other instruments required by this Agreement of their own free will. The Loan Parties further acknowledge that the Lender has not taken advantage of the Loan Parties by threats, overreaching, unconscionable conduct or other activities and that the Loan Parties are proceeding in all transactions contemplated in this Agreement as a volunteer and in what the Loan Parties perceive to be their own best interest.

7. Representations and Warranties. The Loan Parties represent and warrant to Lender as follows:

(a) Organization; Power. Each Loan Party that is a corporation or limited liability company is validly existing under the laws of the state where it was incorporated or organized and has the power to own its properties and carry on its business as currently being conducted.

(b) Authorization and Binding Effect. The execution and delivery by Borrowers of this Agreement and all other documents contemplated by or related to this Agreement, and the performance by them of their respective obligations thereunder: (i) are within their respective corporate or limited liability company power, as the case maybe; (ii) each have been duly authorized by proper action on the part of each of the Borrowers; (iii) are not in violation of any applicable law, the articles of organization or operating agreement of the Borrowers, or the terms of any agreement, restriction, or undertaking to which any of the Loan Parties is a party or by which any of them is bound; and (iv) do not require the approval or consent of any of the members of Borrowers, any governmental authority, or any other party,

other than those obtained and in full force and effect. This Agreement, when executed and delivered, will constitute the valid and binding obligation of each of the Loan Parties enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or similar laws of general application affecting the enforcement of creditors' rights and except to the extent that general principles of equity might affect the specific enforcement of this Agreement.

(c) Litigation. There is no litigation or administrative proceeding pending or, to the knowledge of any of the Loan Parties, threatened, against or affecting any of the Loan Parties or any property of any of the Loan Parties.

(d) Accuracy of Information. All information furnished by any of the Loan Parties or any of their respective agents to Lender is true, correct, and complete in all material respects as of the date furnished and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information not misleading.

8. Affirmation of Guaranties.

(a) Dale Berg aka Dale D. Berg aka Dale B. Berg, DB Berg, and Jeaneri each:

(i) Acknowledge they have and shall have hereby unconditionally guaranteed payment of the Jeaneri Obligations to Lender pursuant to the Guaranties;

(ii) Acknowledge that their respective affirmation of the Jeaneri Guaranties is a material inducement to Lender to enter into this Agreement;

(iii) Reaffirm that their respective obligations under the Guaranties remains in full force and effect, without offsets, deductions counterclaims, or defenses of any kind or character whatsoever; and

(iv) Consent to Jeaneri entering into this Agreement.

9. Notices. All notices required or permitted by this Agreement shall be in writing and shall be (a) delivered; (b) sent by express or first class mail; or (c) sent by email transmission and confirmed in writing provided to the recipient in a manner described in (a) or (b); and each such notice shall be addressed as follows, unless and until such party notifies the other parties in accordance with this paragraph of a change of address; such notices shall be deemed given when delivered, mailed or so transmitted:

If to Lender:

City Planning Department
400 La Crosse Street
La Crosse, WI 54601

If to Borrowers:

Jeaneri, Ltd
Attn: Dale Berg, President
121 4th Street S
La Crosse, WI 54601

Dale Berg
1305 South Avenue La
Crosse, WI 54601

If to the Individual Guarantors:

Jeaneri, Ltd
Attn: Dale Berg,
President 121 4th Street S
La Crosse, WI 54601

D.B. Berg, Inc.
Attn: Dale Berg, President
121 4th Street S
La Crosse, WI 54601

Dale Berg
1305 South Avenue
La Crosse, WI 54601

10. Waiver, Release of Claims, and Indemnification. Each of the Loan Parties, for themselves and each and all of their respective officers, employees, agents, shareholders, general partners, limited partners, members, directors, managers, trustees, grantors, settlors, heirs, beneficiaries, successors, assigns, does hereby fully, unconditionally, and irrevocably waive and release Lender and its officers, managers, employees, agents, directors, shareholders, members, affiliates, attorneys, successors, and assigns (each a “Released Party”) of and from, any and all claims, liabilities, obligations, causes of action, defenses, counterclaims, and setoffs, of any kind, whether known or unknown and whether in contract, tort, statute, or under any other legal theory, arising out of or relating to any act or omission by Lender or any other Released Party, on or before the Execution Date. Each of the Loan Parties agrees to defend, indemnify, and hold harmless Lender and each other Released Party from and against any and all losses, costs, expenses, damages, or liabilities (including reasonable attorneys’ fees) incurred in connection with any demand, claim, counterclaim, cause of action, or proceeding brought as a result of, or arising out of, or in any way related to, any of the Obligations any of the Collateral, any of the Loan Documents, this Agreement, the performance by Lender under any of the Loan Documents or this Agreement any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any loan from Lender to the Borrowers, or any one of them, any payment on account of the Obligations, or any act or omission by Lender or any other Released Party in connection with any of the foregoing. Notwithstanding the foregoing, none of the Loan Parties shall have any obligation to defend, indemnify, or hold Lender or any other Released Party harmless with respect to any loss, cost, expense, damage, or liability resulting solely from willful misconduct on the part of Lender or any other Released Party.

11. Miscellaneous.

(a) Entire Agreement. This Agreement reflects the entire understanding of the parties with respect to the subject matter herein contained, and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. The terms of this Agreement may not be waived, amended, or supplemented except in a writing signed by all parties hereto. This Agreement shall not be construed against the drafter hereof.

(b) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

(c) Full Force and Effect/Assigns. Except as expressly modified herein, all terms of the Loan Documents shall remain unchanged and in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors and permitted assigns, provided that neither the rights nor obligations of the Loan Parties under this Agreement are assignable. Lender's rights and obligations under and interests in this Agreement and the Loan Documents may be assigned at any time by Lender without the consent of or notice to any of the Loan Parties. The Loan Parties hereby authorize Lender to provide to any prospective assignee such information concerning the Collateral and each of the Loan Parties as Lender, in its sole discretion deems necessary. Upon consummation of any such assignment by Lender, the assignee shall have all rights, powers and interests of Lender under the Loan Documents and this Agreement to the extent such documents are assigned to such assignee.

(d) Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Wisconsin (irrespective of such state's choice of laws rules).

(e) No Waiver. No delay or omission of Lender in exercising any of its rights, remedies, or powers arising from the Existing Defaults or any Event of Default shall be construed as a waiver or an acquiescence thereof, nor shall any single or partial exercise of any such rights, remedies, or powers preclude any further exercise thereof or the exercise of any other right, remedy, or power arising from the Existing Defaults or any Event of Default. Lender's acceptance of any payment on account of any of the Obligations or other performance by any of the Loan Parties after the occurrence of an Event of Default shall not constitute a waiver of such Event of Default, any other Event of Default, or any of Lender's rights or remedies.

(f) Application of Payments. Lender may apply any and all payments it receives from any of the Loan Parties or any other party, and any proceeds of any Collateral, to such portion of the Obligations as Lender shall determine in its sole discretion.

(g) Recommendation of Counsel. Each of the Loan Parties acknowledges and understands that Lender has recommended that they each consult with legal counsel prior to the execution of this Agreement and any documents delivered in connection herewith or related hereto. Each of the Loan Parties represent that they have either consulted with legal counsel prior to executing this Agreement and any documents delivered in connection herewith or related hereto or have knowingly waived the right to do so notwithstanding the express recommendation of Lender.

(h) Submission to Jurisdiction; Service of Process. As a material inducement to Lender to enter into this Agreement:

(i) The Loan Parties each hereby agree that all actions or proceedings in any manner relating to or arising out of this Agreement or any of the Loan Documents may be brought only in courts of the State of Wisconsin located in La Crosse County or the Federal District Court for the Western District of Wisconsin and the Loan Parties each hereby consent to the jurisdiction of such courts. The Loan Parties each waive any objection they may now or hereafter have to the venue of any such court and any right they may now or hereafter have to claim that any such action or proceedings is in an inconvenient court. The foregoing notwithstanding, Lender may bring actions or proceedings against any of the Loan Parties or any Collateral in any other courts for the purpose of protecting or exercising any of Lender's rights or remedies; and

(ii) Each of the Loan Parties hereby consents to the service of process in any such action or proceeding by certified mail sent to the address in Section 9 above.

(i) Reimbursement of Costs and Expenses. Subject to Section 3(f), the Loan Parties shall reimburse Lender, on demand, or as otherwise agreed by Lender in writing, for all costs and expenses (including attorneys' fees) incurred by Lender with respect to any of the Obligations or any of the Collateral, including, without limitation, attorneys' fees, costs and expenses incurred in the enforcement of this Agreement or any of the Loan Documents and all fees, costs and expenses incurred in connection with the collection of any of the Obligations or any insolvency proceeding involving any of the Loan Parties. The obligations of the Loan Parties under this Section 12(i) are joint and several.

(j) No Third-Party Beneficiaries. No third party shall have any right or benefit under, or because of the existence of, this Agreement or any of the provisions herein, other than an assignee of Lender as permitted by Section 11(c) above.

(k) Titles. The titles of sections in this Agreement are for convenience only and do not limit or construe the meaning of any section.

(l) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(m) Email and Facsimile Signatures. Delivery of an executed counterpart signature page to this Agreement by facsimile or email shall be effective as delivery of a manually executed counterpart signature page to this Agreement.

(n) Time is of the Essence. Time is of the essence with respect to the terms and conditions of this Agreement.

(o) WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE LOAN PARTIES HEREBY WAIVES TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND

CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A JUDGE OF A COURT OF COMPETENT JURISDICTION. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO OR OF THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. THE LOAN PARTIES' WAIVER OF TRIAL BY JURY AS PROVIDED ABOVE IS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT.

[signatures on following two pages]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date set forth below.

BORROWERS:

DATE: _____

JEANERI, LTD, a Wisconsin corporation

By:

Dale Berg, President

DATE: _____

Dale Berg aka Dale D. Berg aka Dale B. Berg
an unmarried Wisconsin resident,

By:

Dale Berg

INDIVIDUAL GUARANTORS:

DATE: _____

Dale Berg, an individual

DATE: _____

Jeaneri, Ltd., a Wisconsin corporation

DATE: _____

D.B. Berg, Inc., a Wisconsin corporation

[Additional signature page(s) follow]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date set forth below.

LENDER:

DATE: _____

CITY OF LA CROSSE

By: _____

Name: _____

Its: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Agreement”) is made this _____, 2025, by JEANERI, Ltd., a Wisconsin corporation (“**Jeaneri**”), DALE BERG, a single individual (“**Dale**”), and D.B. Berg, Inc., a Wisconsin corporation (“**DB Berg**”), all located at 119 - 121 4th Street South, La Crosse, WI, as debtor (collectively the “**Borrower**”), in favor of the City of La Crosse, a Wisconsin municipal corporation with an address of 400 La Crosse Street, La Crosse, WI, as secured party (“**Lender**”).

Introduction

Lender has made a loan to Borrower (the “Loan”), as evidenced by the **Promissory Note #1, Promissory Note #2, and Promissory Note #3 all dated January 16, 2018 and amended by a Change in Terms Agreement and Loan Modification Agreement** dated effective September 1, 2025 , all by Borrower in the principal amount of Six Hundred Twenty- Nine Thousand Eight Hundred Ninety-two and 86/100 (\$629,892.86) (together with all other modifications, amendments, replacements, substitutions, extensions, or renewals thereof, together, the “Note”).

The Note is secured in part by **three Mortgages all dated January 16, 2018, executed in favor of Lender, and all recorded on February 26, 2018, as Document Nos. 1706744, 1706745, and 1706746 in the Office of the La Crosse County, Wisconsin Register of Deeds, as amended by an Amended Mortgage**, amending and restating these mortgages as a single document executed concurrently herewith, and a separate original mortgage for a second property, all dated this day, by Borrower to Lender, granting a second-position lien (**behind only a mortgage lien from Citizens State Bank of La Crosse**) on the lands described as:

Parcel A

Lot 1 of La Crosse County Certified Survey Map recorded on 03/29/2018 in Volume 17 of Certified Survey Maps, page 100 as Document No. 1708034, being part of Lots 4 and 5 of Block 34 of the Town of La Crosse Addition, now City of La Crosse, being part of the SE 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, and Part of Lot 1 of Block 13 of C & F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, Now City of La Crosse, being part of the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin.

Property Address: 119-127 4th Street South,

La Crosse Tax Parcel No.: 17-20023-035

and all improvements situated thereon (such land and improvements are collectively called the “Property”), which Amended and Restated Mortgage for Parcel A is intended to be recorded among the land records of La Crosse County, Wisconsin (together with any modifications, amendments, or supplements thereto, the “Mortgage”).

As a condition precedent to making the Loan, Lender has required that Borrower further secure the payment and performance of all the obligations of Borrower in connection with the Loan by entering into this Agreement.

Agreement

In consideration of the foregoing and to induce Lender to make the Loan to Borrower, Borrower hereby covenants, warrants, represents, and agrees with Lender as follows:

1. **Defined Terms.** The capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Mortgage.
2. **Security.** As security for (a) the payment of the indebtedness evidenced by the Note; (b) the payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment or under the provisions of any other document evidencing or securing the Loan (this Agreement, the Note, the Mortgage, and such other documents evidencing or securing the Loan, together with any amendments, modifications, and supplements thereto, are collectively called the “Loan Documents”); and (c) the performance and fulfillment of each and every term, covenant, and condition set forth in the Loan Documents, Borrower hereby grants to Lender a security interest, subject to and subordinate to any interest previously pledged to Citizens Bank of La Crosse, in all of Borrower’s now owned and hereafter acquired personal property used in connection with the Property, including but not limited to (a) all of Borrower’s now owned and hereafter acquired equipment, and all replacements and substitutions therefor and thereof, and all accessions thereto (the “Equipment”); (b) all of Borrower’s now owned and hereafter acquired inventory, and all products, replacements, and substitutions therefor and thereof, and all accessions thereto (the “Inventory”); (c) all of Borrower’s now owned and hereafter acquired general intangibles, including without limitation, all licenses, permits, things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademark, and patents (the “General Intangibles”); (d) all of Borrower’s now owned and hereafter acquired rights to payment for goods sold or leased or for services rendered (the “Accounts”); (e) all of Borrower’s now owned and hereafter acquired chattel paper (the “Chattel Paper”); and (f) all of Borrower’s now owned and hereafter acquired instruments, notes, items of payment, negotiable documents, and documents of title (the “Instruments”); together with all cash and non-cash proceeds (including insurance proceeds) of the Equipment, Inventory, General Intangibles, Accounts, Chattel Paper, and Instruments (the “Proceeds”) (such Equipment, Inventory, General Intangibles, Accounts, Chattel Paper, Instruments, and Proceeds are collectively referred to as the “Collateral”). Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the state where the Collateral is located.
3. **Borrower’s Representations.** Borrower hereby represents to Lender that:
 - (a) Borrower consists of two corporations and an individual person, both duly organized and in good standing under the laws of the State of Wisconsin, and authorized to do business in the State of Wisconsin;
 - (b) This Agreement constitutes the legal, valid, and binding obligation of Borrower enforceable in accordance with its terms, Borrower has full power and authority to grant a security interest in the Collateral and to enter

into and perform the terms and conditions of this Agreement, Borrower has obtained all necessary approvals and consents to the granting of a security interest in the Collateral as contemplated by this Agreement, and the person executing this Agreement for Borrower is fully and duly empowered and authorized so to act;

(c) The compliance with or fulfillment of the terms and conditions of this Agreement will not conflict with, violate, constitute a default under, or result in a breach of the terms, conditions, or provisions of any of Borrower's organizational documents or any contract or agreement to which Borrower is a party or by which Borrower is otherwise bound;

(d) To the knowledge of Borrower, Borrower is not in breach of any law or regulation, or the order of any court or federal, state, municipal, or other governmental authority, in connection with the Collateral;

(e) Borrower is not (i) a party to any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, (ii) aware of any facts, allegations, claims, or circumstances that may result in Borrower becoming a party to any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, (iii) engaged in any settlement negotiations relating to any claim or allegation, or (iv) a judgment debtor;

(f) Borrower, at Borrower's sole cost and expense, will defend Lender's title or interest in and to the Collateral against any and all attachments, liens, claims, encumbrances, security interests, or other impediments of any nature, however arising, of all persons whomsoever;

(g) Borrower, at Borrower's sole cost and expense, shall appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Collateral, and pay all costs and expenses of Lender, including attorneys' fees, in any such action or proceeding in which Lender may appear; and

(h) The address for Borrower on the first page of this Agreement is Borrower's principal place of business.

4. **Covenants of Borrower.** Borrower covenants and agrees as follows:

(a) Borrower shall maintain Borrower's sole place of business in the State of Wisconsin. Borrower shall not change the location of Borrower's sole place of business without Lender's prior written consent;

(b) Borrower shall keep all tangible items of the Collateral and all books and records relating to all of the Collateral in the State of Wisconsin;

(c) Except as previously pledged to Citizens State Bank of La Crosse, Borrower shall not sell, assign, transfer an interest in, or otherwise dispose of or further encumber its right, title, and interest in and to the Collateral without the prior written consent of Lender; provided, however, that Borrower shall be permitted to sell Inventory in the ordinary course of Borrower's business for fair consideration in cash or on account at normal and customary trade terms;

(d) Borrower shall pay all taxes and fees relating to the ownership of the Collateral, shall keep and maintain the Equipment and the Inventory in good condition, and shall provide all maintenance and service and make all repairs necessary for such purpose. If any parts or accessories forming part of the Equipment or the Inventory become worn out, lost, destroyed, damaged beyond repair, or otherwise permanently rendered unfit for use, Borrower, at its sole cost and expense, shall within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances, or rights of others and have a value and utility at least equal to the parts or accessories replaced. All Equipment, Inventory, accessories, parts, and replacements which are added to or become attached to the Equipment or Inventory shall immediately be deemed incorporated in the Equipment or Inventory, as the case may be, and subject to the security interest granted by Borrower in this Agreement. Lender shall have the right to inspect the Equipment and the Inventory and all maintenance records relating thereto at all reasonable times;

(e) Except as previously pledged to Citizens State Bank of La Crosse Borrower shall maintain the Collateral free from all claims, liens, encumbrances, and legal processes and shall notify Lender within ten (10) days after receipt of notice of any lien, attachment, or judicial proceeding affecting the Collateral in whole or in part;

(f) Borrower, at its sole cost and expense, shall obtain and maintain all-risk insurance covering the Equipment and Inventory for the full replacement value thereof. The insurance shall be by insurers and in form and substance satisfactory to Lender. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lender. Borrower shall pay the premiums for all such insurance and deliver to Lender the policies of insurance or duplicates thereof, or other evidence satisfactory to Lender of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it, or by independent instrument furnished to Lender, that (i) it will give Lender thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (ii) the coverage of Lender shall not be terminated, reduced, or affected in any manner regardless of any breach or violation by Borrower of any warranties, declarations, or conditions of such insurance policy or policies. The proceeds of such insurance payable as a result of loss of or damage to the Equipment or Inventory shall be applied, at Lender's option, toward (i) the replacement, restoration, or repair of the Equipment or Inventory which may be lost, stolen, destroyed, or damaged; or (ii) payment of the Loan, in the order provided by the Note. Borrower irrevocably appoints Lender as Borrower's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any of such insurance policies;

(g) Borrower shall promptly execute and deliver any Uniform Commercial Code Financing Statement or other document reasonably required, or procure any document reasonably required (including

Uniform Commercial Code Financing Statement releases, as necessary), and pay all costs to file or record such documents, including but not limited to any documentary or stamp tax or filing or recording fee, to perfect and maintain the perfection and the priority of the security interest granted under this Agreement. If any part of the Collateral is of a type as to which it is necessary or desirable for Lender to take possession of such part of the Collateral in order to perfect, or maintain the priority of, Lender's security interest, then upon Lender's request, Borrower shall deliver such part of the Collateral to Lender; and

(h) Borrower, upon request of Lender, shall make available to Lender or its designees, for inspection and copying, all of Borrower's records in connection with the Collateral.

5. Account Covenants.

(a) Upon request by Lender, Borrower shall deliver to Lender within fifteen (15) days after the end of each calendar month a listing and aging report for the Accounts, in form and substance reasonably satisfactory to Lender, together with such other information and financial reports as Lender may request in Lender's reasonable discretion from time to time.

(b) Upon the request of Lender, Borrower shall deposit, or cause to be deposited, all checks, drafts, cash, and other remittances in payment of, or on account of payment of, any and all Accounts (all of the foregoing herein collectively referred to as "items of payment") to an account (the "Collateral Account") designated by Lender at a bank or other financial institution designated by Lender. Lender shall not be responsible for the solvency of any such bank or other financial institution or the management and administration of the Collateral Account. Lender shall have the sole right to access and make withdrawals from the Collateral Account. Borrower shall deposit such items of payment for credit to the Collateral Account within one (1) banking day after the receipt thereof and in precisely the form received, except for the endorsement of Borrower where necessary to permit the collection of such items of payment, which endorsement Borrower hereby agrees to make. Pending such deposit, Borrower will not commingle any such items of payment with any of its other funds or property, but will hold them separate and apart. Lender shall be entitled to apply the funds in the Collateral Account against Borrower's obligations secured by this Agreement from time to time.

6. Additional Rights of Lender and Duties of Borrower.

(a) In addition to all other rights which Lender may have under this Agreement or under the other Loan Documents, at law, in equity, or otherwise, upon the occurrence of a default under this Agreement or any of the other Loan Documents and upon Borrower's failure to cure such default within any applicable cure period or grace period (an "Event of Default"), Lender shall have the rights set forth in this Section 6(a). Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with power of

substitution, to do each of the following in the name of Borrower or in the name of Lender or otherwise, for the use and benefit of Lender, but at the sole cost and expense of Borrower, and without notice to Borrower, upon the occurrence of an Event of Default:

- (i) Notify the account debtors obligated on any Accounts to make payments thereon directly to Lender, and take control of the cash and noncash proceeds of any Collateral;
 - (ii) Compromise, extend, or renew any of the Collateral or deal with the same as Lender may deem advisable;
 - (iii) Release, make exchanges in or substitutions to, or surrender all or any part of the Collateral;
 - (iv) Remove from Borrower's place(s) of business all books, records, ledger sheets, correspondence, invoices, and documents relating to or evidencing any of the Collateral, without cost or expense to Lender, and make such use of Borrower's place(s) of business as may be reasonably necessary to administer, control, and collect the Collateral;
 - (v) Repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any account debtor;
 - (vi) Demand, collect, receipt for, and give renewals, extensions, discharges, and releases of any of the Collateral;
 - (vii) Institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral;
 - (viii) Settle, renew, extend, compromise, compound, exchange, or adjust claims with respect to any of the Collateral or any legal proceedings brought with respect thereto;
 - (ix) Endorse the name of Borrower upon any items or payment relating to the Collateral or upon any proof of claim in bankruptcy against an account debtor; and
 - (x) Receive and open all mail addressed to Borrower and notify the postal authorities to change the address for the delivery of mail to Borrower to such address as Lender may designate.
- (b) Borrower shall:
- (i) Make no material change to the terms of any Account, Chattel Paper, or Instrument without the prior written permission of Lender;
 - (ii) On demand, make available in form acceptable to Lender proof of the sale or lease of goods or satisfactory performance of services which gave rise to the Accounts; and
 - (iii) When requested, regularly advise Lender of any delay in delivery or performance, or claims made, in regard to any Collateral.

7. **Remedies.**

(a) Upon the occurrence of an Event of Default, Lender may exercise any one or more of its remedies under common or statutory law, including but not limited to the Uniform Commercial Code of the jurisdiction in which the Collateral is located, and at any time thereafter may do any one or more of the following, all of which are hereby authorized by Borrower:

(i) Exercise Lender's rights of enforcement under common or statutory law and in addition to those rights, at Lender's sole discretion, require Borrower (at Borrower's sole cost and expense) to forward promptly any or all of the Equipment and Inventory to Lender at such location as shall be reasonably required by Lender, or, without breach of the peace, enter upon the premises where any such Equipment or Inventory is located and

take immediate possession of and remove the Equipment or Inventory by summary proceedings or otherwise, all without liability from Lender to Borrower for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise;

(ii) Sell or otherwise dispose of the Collateral at a commercially reasonable public or private sale or otherwise at such price as Lender may deem best, for cash, credit, or otherwise, with the right of Lender to purchase and to apply the proceeds: first, to the settlement of all liens or claims on the Collateral prior to the security interest of Lender; second, to the payment of all expenses connected with the taking and selling of the Collateral; and third, to the payment of all indebtedness of Borrower to Lender under this Agreement and the other Loan Documents; and, in case of any deficiency, Lender may collect such deficiency from Borrower; or

(iii) Exercise any other right or remedy which may be available to Lender under this Agreement, the other Loan Documents, or applicable law, or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement in whole or in part.

(b) In addition, Borrower shall be liable for any and all unpaid additional sums due under this Agreement or under the other Loan Documents, before, after, or during the exercise of any of the foregoing remedies, and for all legal fees and other costs and expenses incurred by reason of any Event of Default or the exercise of Lender's remedies with respect thereto. No remedy referred to in this Section 7 is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to in this Agreement or in any of the other Loan Documents, or otherwise available at law or in equity. To the extent permitted by applicable law, Borrower hereby waives any notice or other mandatory requirements of law, now or hereafter in effect, which might require Lender to sell or use any part of the Collateral in mitigation of

Lender's damages; provided, however, that Borrower does not waive any requirement of law that Lender act in a commercially reasonable manner. Borrower hereby waives any and all existing or future claims to any offset against the sums due under this Agreement or under the other Loan Documents, and agrees to make the payments of such sums regardless of any offset or claim which may be asserted by Borrower or on its behalf in connection with this Agreement or the other Loan Documents. The failure of Lender to exercise, or any delay by Lender in the exercise of, the rights granted under this Agreement upon the occurrence of an Event of Default shall not constitute a waiver of any such right upon the continuation or recurrence of any such Event of Default. Lender may take or release other security, may release any party primarily or secondarily liable for the Loan, may grant extensions, renewals, or indulgences with respect to the Loan, and may apply any other security held by it with respect to the Loan to the satisfaction of the Loan without prejudice to any of Lender's rights under this Agreement.

8. **Notices.**

(a) All notices, elections, deliveries, and other communications between the parties required or desired to be given in connection with this Agreement, to be effective hereunder, shall be given as provided by the Mortgage.

(b) Borrower agrees that five (5) days' prior notice of the time and place of any public sale of the Collateral, or of the time after which a private sale of the Collateral will be made, is commercially reasonable notice.

9. **Further Assurances.** Borrower will promptly and duly execute and deliver to Lender such further documents and assurances and take such further action as Lender may from time-to-time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lender under this Agreement.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon the [successors] [heirs, personal representatives,] and permitted assigns of Borrower. This Agreement may not be assigned by Borrower without the prior written consent of Lender.

11. **Miscellaneous.**

(a) Neither Borrower nor any direct or indirect owner of an interest in Borrower shall have personal liability for payment of the Principal Amount, interest thereon, Late Charges, or any other costs, expenses, or other charges due to Lender as provided by the Loan Documents and, in the event of any default, Lender's sole recourse shall be against the Property and any other collateral securing the Loan and under the Guarantee; provided, however,

that Borrower and such direct and indirect owners shall remain personally liable as otherwise provided by the Loan Documents or applicable law for the following: (i) as provided by the Guarantee, with respect to the Guarantors; (ii) Borrower's failure to pay real estate taxes or assessments against the Property, to the extent that funds are available; (iii) Borrower's failure to insure the Property as required by the Loan Documents; (iv) rent or other income from the Property received after a default under the Loan Documents and which is not applied as provided by the Loan Documents or to the expenses of operating or maintaining the Property; (v) conversion, diversion, misapplication, or misappropriation of security deposits, reserve accounts, insurance proceeds, or condemnation awards in connection with the Property; (vi) waste; (vii) amounts due under the Environmental Indemnity (as defined in the Loan Commitment); and (viii) fraud or intentional misrepresentation in connection with the transactions contemplated by the Commitment or any of the Loan Documents.

(b) This Agreement shall not be amended or modified in any manner except by a document in writing executed by Lender.

(c) Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender or any holder of the Collateral may be parties, arising out of or in connection with this Agreement or the Collateral. This waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement.

(d) This Agreement, together with the other Loan Documents, is the entire agreement between the parties with respect to the matters set forth herein and therein, and all prior statements, discussions, negotiations, and agreements, oral or written, are superseded by this Agreement and the other Loan Documents and merged herein and therein.

(e) Time is of the essence of this Agreement.

(f) This Agreement shall be governed by the laws of the State of Wisconsin, regardless of any choice of law principles, regardless of the location of the Collateral.

(Signatures on the following page is incorporated herein by this reference.)

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Security Agreement under seal on the date first written above.

BY: JEANERI, LTD.

BY: DALE D. BERG

Dale D. Berg, President

Dale D. Berg, individually

BY: D.B. Berg, Inc.

Dale D. Berg, President

Subscribed and sworn to before me this __day of September, 2025 by Dale Berg,
both personally and on behalf of D.B. Berg, Inc. and Jeaneri, LTD.

Notary Public
State of Wisconsin
My commission expires: _____

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this “Assignment”), effective Sept. 1, 2025, is by and between JEANERI, Ltd., a Wisconsin corporation (“**Jeaneri**”), DALE BERG, a single individual (“**Dale**”), DALE D. BERG, also known as DALE B. BERG a single individual (“**Dale Berg**”), and D.B. Berg, Inc., a Wisconsin corporation (“**DB Berg**”), as debtor (collectively the “**Assignor**”), and in favor of the City of La Crosse, a Wisconsin municipal corporation with an address of 400 La Crosse Street, La Crosse, WI, as secured party (“**Assignee**”).

Introduction

Assignee has made a loan to Assignor (the “Loan”), as evidenced by the **Promissory Note#1, Promissory Note#2, and Promissory Note#3 all dated January 16, 2018 and amended by a Change in Terms Agreement and Loan Modification Agreement** dated this day, all by Assignor in the original principal amount of **Six Hundred Thousand Dollars (\$600,000.00)** (together with all other modifications, amendments, replacements, substitutions, extensions, or renewals thereof, together, the “Note”).

The Note is secured in part by **three Mortgages all dated January 16, 2018, executed in favor of Assignee, and all recorded on February 26, 2018, as Documents No. 1706744, 1706745, and 1706746 in the Office of the La Crosse County, Wisconsin Register of Deeds, as amended by an Amended Mortgage amending and restating these mortgages as a single document**, and a separate original mortgage for a second property, all dated this day, by Assignor to Assignee, granting a second-position lien (**behind only a mortgage lien from Citizens Bank of La Crosse**) on the lands described as:

Parcel A

Lot 1 of La Crosse County Certified Survey Map recorded on 03/29/2018 in Volume 17 of Certified Survey Maps, page 100 as Document No. 1708034, being part of Lots 4 and 5 of Block 34 of the Town of La Crosse Addition, now City of La Crosse, being part of the SE 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, and Part of Lot 1 of Block 13 of C & F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, Now City of La Crosse, being part of the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin.

Property Address: 119-127 4th Street South, La Crosse

Tax Parcel No.: 17-20023-035

and all improvements situated thereon (such land and improvements are collectively called the “Property”), which Amended and Restated Mortgage for Parcel A is intended to be recorded among the land records of La Crosse County, Wisconsin (together with any modifications, amendments, or supplements thereto, the “Mortgage”).

Agreement

In consideration of the foregoing and to induce Assignee to make the Loan to Assignor, Assignor hereby covenants, warrants, represents, and agrees with Assignee as follows:

1. **Defined Terms.** The capitalized terms used but not defined in this Assignment shall have the meanings given to

them in the Mortgage.

2. **Assignment.** Assignor hereby absolutely and presently grants, transfers, and assigns to Assignee, its successors, and assigns, all of the right, title, interest, and estate of Assignor in and to (a)(i) all leases, subleases, licenses, concessions, use agreements, occupancy agreements, or tenancies, whether or not specifically listed in this Assignment and whether or not executed or in effect on the date hereof or subsequent hereto, and relating to or affecting the Property; (ii) any modifications, amendments, renewals, supplements, and extensions thereto; (iii) all credits, deposits (security, escrow, or otherwise), and advance payments made or given thereunder; and (iv) any guarantees of the tenants', licensees', concessionaires', users', or occupants' obligations thereunder (items (i) through (iv) are collectively referred to as the "Leases"); and (b) all rents, issues, profits, fees, income, and revenues from the Leases, including, without limitation, claims for the recovery of damages to the Property by proceeds of any insurance policy or otherwise, claims for damages resulting from acts of insolvency or bankruptcy, lump sum payments, or the cancellation or termination of any Lease, awards payable by reason of condemnation action or the exercise of any right of first refusal or option to purchase, and the proceeds of any rental insurance carried by Assignor on the Property (collectively, the "Rents").

3. **Security.** This Assignment is for the purpose of securing (a) payment of the indebtedness evidenced by the Note; (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or under the provisions of any other document evidencing or securing the Loan (this Assignment, the Note, the Mortgage, and such other documents evidencing or securing the Loan, together with any amendments, modifications, and supplements thereto, are collectively called the "Loan Documents"); and (c) performance and fulfillment of each and every term, covenant, and condition set forth in the Loan Documents.

4. **Performance of Leases.** With respect to each of the Leases, Assignor (a) shall faithfully abide by, perform, and fulfill each and every term, covenant, and condition of the Leases to be performed or fulfilled by Assignor; (b) at the sole cost and expense of Assignor, shall enforce or secure the performance of each and every material term, covenant, and condition of the Leases to be performed or fulfilled by Assignor; (c) shall not modify, extend, or in any way alter any material term, covenant, or condition of any of the Leases, without the prior written consent of Assignee; and (d) shall not accept payment of Rents more than one (1) month in advance as payable under any of the Leases, or waive, excuse, condone, or in any manner release or discharge any tenants, licensees, concessionaires, users, and occupants of any part of the Property (including, but not limited to, all parties claiming an interest under any of the Leases) (collectively, the "Tenants") of or from the terms, covenants, or conditions to be performed or fulfilled by such party, including the obligation to pay any Rents in the manner and at the place and time specified therein.

5. **Defense of Actions.** Assignor, at Assignor's sole cost and expense, shall appear in and defend any action or proceeding arising out of or in any manner connected with any of the Leases or the obligations, duties, or liabilities of Assignor or of any of the Tenants, and shall pay all costs and expenses of Assignee, including actual attorneys' fees and expenses, in any such action or proceeding to which Assignee may be a party.

6. **Protection of Security.** Upon the occurrence of a default under any of the Loan Documents and upon Assignor's failure to cure such default within any applicable cure period or grace period (an "Event of Default"), at Assignee's option, and without releasing Assignor from any obligation under this Assignment or the other Loan Documents, Assignee may make or do such acts in such manner and to such extent as Assignee may deem necessary to protect the security of this Assignment, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights, privileges, or powers of Assignee, and also performing and discharging each and every term, covenant, and condition of Assignor set forth in any of the Leases, and, in exercising any such powers, may pay the costs and expenses thereof, employ counsel, and incur and pay attorneys' fees and expenses.

7. **Payment of Expenses.** Assignor shall immediately reimburse Assignee upon demand all sums expended by Assignee under the authority of this Assignment, together with interest thereon at the Default Rate set forth in the Note.

8. **Absolute Assignment; Rights of Assignor Before Event of Default.** This Assignment is intended to be and shall constitute an unconditional, absolute, and present assignment by Assignor to Assignee of all of Assignor's right, title, and interest in and to the Leases and Rents (subject to the terms and conditions hereof), and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein. Notwithstanding that this Assignment is effective immediately, so long as there shall exist no Event of Default, Assignor shall have the privilege under a revocable license to collect as they become due, but not prior to accrual, all Rents from the Property, and to receive and hold the same. Assignor shall receive and hold such Rents in trust as a fund to be applied to the payment of real estate taxes, insurance, maintenance, repair, and Lease obligations with respect to the Property, and to the payment of interest, principal, and other sums becoming due under the Note, before retaining or disbursing any part of the Rents for any other purpose.

9. **Rights of Assignee Upon Event of Default.**

(a) Upon or at any time after the occurrence of an Event of Default, Assignee may do any or all of the following: (i)

revoke Assignor's license to collect, retain, use, and enjoy the Rents and to exercise any other rights of Assignor under the Leases, as provided by Section 8; (ii) declare all sums secured by this Assignment immediately due and payable and, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage, and operate the Property or any part thereof; (iii) make, cancel, enforce, or modify any of the Leases; (iv) obtain and evict Tenants, and fix or modify any of the Rents; and (v) perform any acts which Assignee deems proper to protect the security of this Assignment, and either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive the Rents, including those past due and unpaid, and apply the Rents, less costs and expenses of operation and collection, including just and reasonable compensation for all its employees and other agents (including, but not limited to, attorneys' fees and expenses and management and rental commissions), to any indebtedness secured by this Assignment. The exercise of any or all such rights by Assignee as provided by this Section 9(a) shall not cure or waive any Event of Default or waive, modify, or affect notice of default under the Loan Documents, or invalidate any act done pursuant to such notice, and Assignee may continue to exercise any or all of such rights until such Event of Default has been cured. Assignee may exercise its rights and privileges under this Assignment whenever any Event of Default has occurred.

(b) If Assignee receives any Rents as provided by this Assignment, Assignee shall apply such amounts on account of the Loan in the order provided by the Note.

(c) Assignee shall not be obligated to maintain or repair the Property but shall be entitled to do so upon the occurrence of an Event of Default, to the extent Assignee determines it to be necessary or appropriate, in its discretion. Such maintenance or repair may include, without limitation, the purchase of furniture, equipment, and other personal property used in connection with the Property, and the costs thereof including all taxes imposed thereon or therefor shall be part of the costs and expenses of operation. Assignee shall not be obligated to perform or fulfill, nor does it hereby undertake to perform or fulfill, any term, condition, or covenant under the Leases, or under or by reason of this Assignment.

(d) Assignee may act upon any notice, request, consent, demand, statement, note, or other paper or document believed by it to be genuine and to have been signed by the party or parties purporting to sign the same. Assignee shall not be liable for any error of judgment, or for any act done or step taken or omitted, or for any mistake of law or fact, or for anything which it may do or refrain from doing in good faith. Assignee shall not have any accountability under this Assignment except for its own willful default or gross negligence.

(e) Any default by Assignor in the performance of any term, covenant, or condition of this Assignment and not cured within any applicable cure period provided in this Assignment shall constitute and be deemed to be an Event of Default under the Loan Documents, entitling Assignee to every and all rights, privileges, and remedies set forth therein.

(f) Assignor, on its own behalf and that of any successors or assigns, hereby authorizes and directs all Tenants to pay Rents directly to Assignee, and to treat Assignee as the other party under the applicable Lease, with all of the rights, powers, and privileges granted by Assignor to Assignee under this Assignment or by such Tenant to Assignor under the applicable Lease, after receiving written instructions to do so from Assignee, notwithstanding any instructions to the contrary from Assignor. Assignor, on its own behalf and that of any successors or assigns, hereby further authorizes all Tenants to recognize the claims and demands of Assignee under this Assignment without investigating (i) the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee; (ii) the existence of any Event of Default; or (iii) the application to be made by Assignee of any sums to be paid to Assignee. The sole signature of Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee for any sums received shall be a full discharge and release therefor to any Tenant. Checks for all or any part of the Rents payable to Assignee under this Assignment shall be drawn to the exclusive order of Assignee.

(g) The rights, powers, privileges, and discretions specifically granted to Assignee by this Assignment are not in limitation of but in addition to those to which Assignee is entitled under any present or future general or local law relating to such assignments in the State of Wisconsin. The rights, powers, privileges, and discretions (hereinafter collectively called the "rights") to which Assignee may be entitled shall inure to the benefit of its successors and assigns. All the rights of Assignee are cumulative and not alternative and may be enforced successively or concurrently. Failure of Assignee to exercise any of its rights shall not impair any of its rights nor be deemed a waiver of such rights. No waiver of any of Assignee's rights shall be deemed to apply to any other such rights. No waiver by Assignee shall be effective unless in writing and signed by Assignee.

(h) Upon an Event of Default, Assignee, and not Assignor, shall be deemed to be the creditor of each Tenant in respect of any assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenant.

10. Indemnity. Assignor shall indemnify and hold Assignee harmless against and from (a) any and all costs, expenses, liability, loss, or damage which Assignee incurs under any of the Leases or under or by reason of this Assignment; and (b)

any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants, or conditions contained in any of the Leases. Should Assignee incur any such liability, loss, or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured by this Assignment, and Assignor shall reimburse Assignee therefor immediately upon demand, with interest at the Default Rate set forth in the Note. Upon the failure of Assignor so to reimburse Assignee, Assignee may declare all sums secured by this Assignment to be immediately due and payable.

11.Subsequent Leases. Until the indebtedness secured by this Assignment shall have been paid in full, Assignor shall make, execute, and deliver to Assignee, upon demand, any and all instruments that may be necessary to assign to Assignee all subsequent Leases affecting all or any part of the Property, upon the same or substantially the same terms and conditions as are set forth in this Assignment, to the extent that such assignment is not already effected by this Assignment.

12.Termination. Upon the payment in full of all indebtedness secured by this Assignment and the termination of the Mortgage of record, this Assignment shall terminate and become void and of no further effect. The affidavit of Assignee or any officer of Assignee showing any part of such indebtedness to remain unpaid shall be and constitute conclusive evidence, as to any third party, of the validity, effectiveness, and continuing force of this Assignment. Any such third party may and is hereby authorized to rely on such affidavit.

13.Assignor's Representations. Assignor hereby represents that (a) Assignor has not accepted Rent under any Lease more than thirty (30) days in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted, or compromised; (b) Assignor has not done anything which might prevent Assignee from, or limit Assignee in, acting under any of the provisions of this Assignment; (c) to Assignor's knowledge, it has not breached any term, covenant, or condition, of any of the Leases; (d) to Assignor's knowledge, no Tenant has a right of deduction, counterclaim, recoupment, or set-off under any of the Leases; (e) all of the Leases are subject and subordinate to the Loan Documents; (f) Assignor is the sole owner of the entire lessor's interest in the Leases and the Rents thereunder and such interest is free and clear of all liens and encumbrances other than those granted to Citizen's Bank of La Crosse; (g) no other assignment of any interest in any of the Leases or Rents is in effect; (h) the Leases submitted to Assignee are true and complete copies of all of the Leases now existing and there have been no material written or oral modifications thereto; (i) Assignor has not received any funds or deposits from any tenant except as expressly provided for in a Lease; (j) no Tenant has a right of first refusal or right of first offer or any similar right to purchase the Property; and (k) to the best of Assignor's knowledge, no Tenant has used or placed on the Property any hazardous materials in violation of any environmental laws.

14.Notices. All notices, elections, deliveries, and other communications between the parties required or desired to be given in connection with this Assignment, to be effective hereunder, shall be given as provided by the Mortgage.

15.Miscellaneous.

(a) This Assignment shall not be amended or modified in any manner except by a document in writing executed by Assignee.

(b) Assignor hereby waives trial by jury in any action or proceeding to which Assignor and Assignee or any holder of the Leases may be parties, arising out of or in connection with this Agreement or any of the Leases. This waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Assignment.

(c) This Assignment, together with the other Loan Documents, is the entire agreement between the parties with respect to the matters set forth herein and therein, and all prior statements, discussions, negotiations, and agreements, oral or written, are superseded by this Assignment and the other Loan Documents and merged herein and therein.

(d) Time is of the essence of this Assignment.

(e) This Assignment shall be governed by the laws of the State of Wisconsin, excluding any choice of law principles.

(f) Assignor shall, from time to time, without charge and within five (5) business days after request by Assignee in writing, execute, acknowledge, and deliver, and request each Tenant to execute, acknowledge, and deliver, to Assignee a written statement in form and substance reasonably satisfactory to Assignee, certifying to certain matters relating to the Leases.

(g) Neither Assignor nor any direct or indirect owner of an interest in Assignor shall have personal liability for payment of the principal amount, interest thereon, late charges, or any other costs, expenses, or other charges due to Assignee as provided by the Loan Documents and, in the event of any default, Assignee's sole recourse shall be against the Property and any other collateral securing the Loan and under the Guarantee; provided, however, that Assignor and such direct and indirect owners shall remain personally liable as otherwise provided by the Loan Documents or applicable law for the following: (i) as provided by the Guarantee, with respect to the Guarantors; (ii) Assignor's failure to pay real estate taxes or assessments against the Property, to the extent that funds are available; (iii) Assignor's failure to insure the

Property as required by the Loan Documents; (iv) rent or other income from the Property received after a default under the Loan Documents and which is not applied as provided by the Loan Documents or to the expenses of operating or maintaining the Property; (v) conversion, diversion, misapplication, or misappropriation of security deposits, reserve accounts, insurance proceeds, or condemnation awards in connection with the Property; (vi) waste; (vii) amounts due under the Environmental Indemnity (as defined in the Loan Commitment); and (viii) fraud or intentional misrepresentation in connection with the transactions contemplated by the Commitment or any of the Loan Documents.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment of Leases and Rents under seal on the date first written above.

BY: JEANERI, LTD.

BY: DALE D. BERG

**Dale D. Berg, President/
Shareholder**

Dale D. Berg, individually

BY: D.B. Berg, Inc.

Dale D. Berg, President

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

Personally came before me, this _____, the above named representative of Jeaneri, Ltd., D.B. Berg, Inc. and by Dale D. Berg, an individual, all to me known to be the persons who executed the foregoing as their own free act and deed.

Notary Public, La Crosse County, Wisconsin

My commission expires _____

Drafted by Addis Law, LLC.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1109

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for a Highway Safety Improvement Project at the intersection of Mormon Coulee Road (USH 14) & Birch Street (Project I.D. #1641-03-07/77).

RESOLUTION

WHEREAS, the City of La Crosse (City) and State of Wisconsin Department of Transportation (WisDOT) enter into State/Municipal Financial Agreements (SFMA) for the scoping, design, and construction of a Connecting Highway within the limits of the City of La Crosse; and

WHEREAS, staff from the City and WisDOT have been in coordination of the scoping and the development of plans, specifications, and estimates of said project, which is detailed in the attached document.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the SMFA for the HSIP project at Mormon Coulee Rd & Birch St (ID# 1641-03-07/77).

BE IT FURTHER RESOLVED that the SMFA be referred to existing and future Capital Improvement Program budgets for funding of design and construction, as detailed in the attached documents.

BE IT FURTHER RESOLVED that City staff are hereby authorized to perform all duties to effectuate this resolution.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: August 11, 2025
I.D.: 1641-03-07, 77
Road Name: USH 14
Title: C La Crosse, Mormon Coulee Road
Limits: Birch Street Intersection
County: La Crosse County
Roadway Length: 0.1 miles

The signatory **City of La Crosse**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing road is a connecting highway. USH 14, also known as Mormon Coulee Road, is a principal arterial with an urban section in the City of La Crosse. At the intersection with Birch Street, USH 14 is a four-lane divided highway with negatively offset left turn lanes. The intersection is controlled by traffic signals. Twenty-six crashes were reported at this intersection in the five-year analysis period, ten of which resulted in injury. Crashes typically involved left turn movements or failure to yield. This intersection ranked 24th in La Crosse County, by HSIP crash value, amongst all signalized intersections.

Proposed Improvement - Nature of work: Improve intersection safety. The department's preferred treatment is to install monotube traffic signals on all four legs. This will provide one signal head with retroreflective backplates for each lane. The left turn lanes on USH 14 will be improved to create a positive offset. These treatments target all twenty-six reported crashes. See HSIP application, approved 5/13/2025, for additional information.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The Municipality is responsible for 100% of the design engineering costs including State oversight. The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer items including manhole cover and water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
1641-03-07 Preliminary Engineering: Plan Development	\$ 20,000	\$ -		\$ 20,000	100%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	
¹ Construction: 1641-03-77 Roadway	\$ 900,000	\$ 900,000	100%	\$ -	
Total Cost Distribution	\$ 920,000	\$ 900,000		\$ 20,000	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages 2 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of La Crosse	
Name	Title
Signature	Date
Signed for and in behalf of the State	
Name Michelle Elias	Title WisDOT Southwest Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Real Estate necessitated for the improvement.
 - (b) Compensable utility adjustment and railroad force work necessitated for the project.
 - (c) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (d) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (e) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (f) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (g) Replacement of existing sidewalks necessitated by construction.
 - (h) Replacement of existing driveways, in kind, necessitated by the project.
 - (i) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:

(a) Preliminary Engineering and State Oversight (1641-03-07)

The Municipality is responsible for 100% of the design engineering costs including State oversight.

(b) Real Estate Acquisition

- i. The State will reimburse the Municipality for real estate and all eligible acquisition costs necessitated by the roadway construction if the real estate is being acquired where roadway improvements are needed.
- ii. It shall be the responsibility of the Municipality to provide all payments necessary for acquisition and relocation benefits. The Municipality will be given reimbursement for the approved real estate costs of the project based on the project cost share. Reimbursement will be limited to quarterly payment requests in the amount of \$250,000 or greater, up to the final payment. Final payment may be less than \$250,000. Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the Department for reimbursement.
- iii. When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisitions or relocations related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual.
- iv. All municipal lands, owned by the Municipality, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands, which will follow standard acquisition process.
- v. Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project will be acquired by the Municipality. Title to any such remnant parcels to remain the name of the Municipality.
- vi. Consultant real estate contractors engaged by Municipality to deliver real estate services must be members in good standing of the State approved roster of approved consultants. No substitutions shall be permitted without prior written consent of the State.

vii. The Municipality shall bear, at Municipality expense, all costs of litigation arising out of the acquisition of the real estate for the Project.

(c) Roadway Construction (1641-03-77)

The construction estimate is preliminary for program scheduling only. As items are identified during the design phase that require cost share participation or are ineligible for Federal/State funding, this agreement will be amended to reflect those costs.

The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer items including manhole cover and water valve adjustments.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



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: 25-1119

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution authorizing a Development Agreement for the Grandview Apartments project regarding a Site Assessment Grant (SAG) award from the Wisconsin Economic Development Corporation (WEDC).

RESOLUTION

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has a Site Assessment Grant (SAG) to which the City of La Crosse is eligible to apply for the Grandview Apartments project; and

WHEREAS, if a private developer is participating in the project, WEDC requires a development agreement between the developer and the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached development agreement.

BE IT FURTHER RESOLVED that the Mayor and Director of Planning and Development are hereby authorized to take any and all steps necessary to effectuate this resolution.

**DEVELOPMENT AGREEMENT FOR
MATTERS RELATING TO PARCEL 17-20231-80
A DEVELOPMENT IN THE CITY OF LA CROSSE, LA CROSSE COUNTY,
WISCONSIN**

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

RECITALS

WHEREAS, the Developer has engaged with the City regarding plans for a development titled “Grandview Apartments” (the “**Development**”) to be located at 1707 Main Street in the City of La Crosse, La Crosse County, Wisconsin (“**Property**”); and

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

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) offers a program called the Site Assessment Grant (SAG) grant to which the City is eligible to apply for funding to assist in the redevelopment costs associated with this site; and

WHEREAS, WEDC requires that if a private developer is involved with the redevelopment of the site, a development agreement be in place between the developer and the municipality applying for SAG funding; and

WHEREAS, the City requires the Developer to comply with all aspects of the SAG grant funding and potential subsequent grant agreement, to include financial and reporting requirements; and

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

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

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

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

1. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances, and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover.

In the event of a conflict among the requirements, the stricter provisions shall control.

2. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the City for all costs, including outstanding fees and assessments levied against the Property, prior to the start of construction of any improvements to the Property.

3. **DEVELOPER TO REIMBURSE THE CITY FOR COSTS SUSTAINED.** The Developer shall reimburse the City for its actual costs incurred resulting from this agreement and a potential SAG award associated with the Development, such as professional fees incurred due to an audit requested by the funder or other accounting, legal, and other professional fees associated with this agreement and a SAG award for the Development.

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

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

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

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

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

within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

5. GRANT AGREEMENT REQUIREMENTS; TRANSFER RESTRICTIONS ON SALES; INSPECTION OF PROPERTY.

(a) **Grant Agreement Requirements.** The Developer will comply with all aspects of the SAG grant funding and potential subsequent grant agreement, to include financial and reporting requirements.

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

(c) **Inspection of Property.** The City reserves the right to inspect the property within 24hrs of providing notice.

6. GENERAL CONDITIONS.

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

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

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

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

(e) **Default.** A default is defined herein as the Developer's breach of, or failure to

comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies shall include, but not be limited to, stopping all construction in the approved final Property and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

(f) **Entire Agreement.** This written Agreement, and written amendments, and if awarded, the City's SAG grant agreement with WEDC, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the City with reference to development of the Property.

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

(h) **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under the Agreement.

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

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

(k) **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer: Hamilton Real Estate Group
 4057 28th St NW Suite 200
 Rochester, MN, 55901

If to City: City of La Crosse
 Attn: Planning Department
 400 La Crosse Street
 La Crosse WI, 54601

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

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

executed by both parties.

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2025.

CITY OF LA CROSSE

By: _____
Shaundel Washington-Spivey, Mayor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named _____ and _____, _____ of the _____, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the City's authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2025.

DEVELOPER

By: _____
Its: _____

ACKNOWLEDGMENT

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

Personally came before me this _____ day of _____, 2025, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of _____.

Notary Public, State of Wisconsin
My Commission Expires: _____



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

BROWNFIELD SITE ASSESSMENT GRANTS

COMMUNITY ASSISTANCE FOR ENVIRONMENTAL ASSESSMENTS

Wisconsin's **Brownfield Site Assessment Grant (SAG) Program** provides grant funds to approved projects to assist with conducting initial environmental assessment and demolition activities on an eligible abandoned, idle, or underutilized industrial or commercial site.

How it works

Any city, village, town, county, redevelopment authority, or Tribal entity can apply for funds. WEDC requires matching investment of at least 20% of the grant amount. Each community may apply for up to \$150,000 per fiscal year or 15% of the available funds appropriated for the fiscal year, whichever is less.

Eligibility requirements

SAG funds may be used for environmental assessments and associated demolition activities on properties with suspected or documented soil, groundwater, or vapor contamination. Applicants must demonstrate that:

- The party that caused the environmental contamination and any person who possessed or controlled the environmental contaminant is unknown, cannot be located, or is financially unable to pay for the remediation of the soil and/or groundwater.
- The applicant owns or demonstrates legal access to the property to conduct project activities.

Eligible activities

SAG funds may typically be used for:

- The investigation of environmental contamination on an eligible site or facility for the purpose of reducing or eliminating soil contamination
- The demolition of any structures, buildings, or other improvements located on an eligible site (projects seeking demolition activities should demonstrate that clearing the site will facilitate and provide greater access for environmental site investigation)
- Asbestos abatement associated with demolition activities
- The removal of abandoned containers, underground hazardous storage tank systems, or petroleum product storage tank systems
- Asbestos abatement activities as defined in Wis. Stat. §254.11(2), conducted as part of eligible activities at an eligible site or facility; asbestos abatement-only projects (without site investigation) are allowed in communities with population less than 5,000
- Removal of underground hazardous substance tank storage systems
- Removal of underground petroleum product storage tank systems

LEARN MORE

One of the most important parts of the application is the project budget, including bids or estimates from an independent third party that demonstrate how the request for funding was derived. A breakout of the proposed site investigation and demolition activities supporting the figures entered in the project budget helps to derive a recommendation for potential participation.

For more information about becoming eligible for the Site Assessment Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1128

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Resolution amending Appendix C Fee Schedule regarding the Temporary Street Privilege Permits for portable toilets.

RESOLUTION

WHEREAS, there is the City of La Crosse allows various temporary uses, occupancies, and encroachments in the Public Right-of-Way, with authorized fees for such use to administer and enforce compliance; and

WHEREAS, some special events include the temporary placement and servicing of non-construction related temporary toilet facilities, and such facilities are covered by Short-Term Street Privilege Permit and require special servicing and enforcement, with a limited duration of placement, that is in the best interest of the health, safety, and general welfare of the public; and

WHEREAS, the proposed changes exactly mirror the fee and duration for portable toilets in Park facilities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following addition to Appendix C effective upon adoption by the Common Council.

40-107	Street privilege permits: Short-term permit fee: Portable Toilet (Two Days)	2025	\$100
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BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

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



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1129

Agenda Date: 10/9/2025

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Resolution authorizing installation of neighborhood safety street lighting at the intersection of 19th Street South & Jackson Street.

RESOLUTION

WHEREAS, the existing streetlight in the median island at the intersection of 19th Street South & Jackson Street was removed due to deteriorated condition and safety concerns.

BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes the installation of one (1) LED streetlight, up to the equivalent of a 250-watt high-pressure sodium light, at said location, and necessary appurtenances to mount and power said lighting.

BE IT FURTHER RESOLVED, that the cost of the street light operation be paid by the Street Lighting Operating Budget.

BE IT FURTHER RESOLVED, that City staff are hereby authorized to effectuate this Resolution.



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