

INTERGOVERNMENTAL AGREEMENT FOR
INTERNATIONAL BUSINESS PARK II

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016, by and between the **City of La Crosse**, Wisconsin, a Wisconsin Municipal corporation (hereinafter referred to as “**City**”, and the **County of La Crosse**, a Wisconsin Body Politic (hereinafter referred to as “**County**”).

RECITALS

WHEREAS, the County is the owner of certain real estate, also referred to as International Business Park II, more fully described on **Exhibit A**, consisting of 23.6 acres, more or less, hereafter referred to as “Property”; and,

WHEREAS, the County and City have identified a gap in available large parcels with sanitary sewer service for light industrial and manufacturing uses in La Crosse County; and,

WHEREAS, the Property has been identified as a potential property to address this gap in available large parcels; and,

WHEREAS, the intersection at State Trunk Highway 16 and Berlin Drive has been identified by the State of Wisconsin as being below State service and design standards; and,

WHEREAS, the County Solid Waste Department has identified necessary improvements to the efficiency and safety of the primary public access road to the La Crosse County Landfill; and,

WHEREAS, since the Property is an addition to the immediately adjacent International Business Park, and shall also be governed by the current recorded covenants for the International Business Park; and,

WHEREAS, the City is authorized to redevelop the Property under the Tax Increment Finance statutes, s. 66.1105, Wis. Stats., and within the existing City TID 9 Project Plan; and,

WHEREAS, the County and City agree it is in the best interests of the residents of the City and County to develop this vacant property for economic development in the City and County.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN the above-named parties as follows:

A. CITY RESPONSIBILITIES.

1. The City has prepared and adopted a Tax Increment District No. 9 for the acquisition and/or redevelopment of the Property, which district has been amended, and the City will continue to administer the Tax Increment District Project Plan.

2. The City will provide to the Property design and installation of all necessary public improvements for the development of the Property as a Business Park, including the following: municipal water service, sanitary sewer service, storm water service, public street access, and other associated costs with these activities and shall also perform certain work in the area for the benefit of the La Crosse County Solid Waste Department, at such time in the future as the parties mutually agree, but no later than December 31, 2017, at an estimated project cost as detailed in **Exhibit B**.

3. The City agrees to purchase the Property as provided in Section B.2.

4. City shall acknowledge that the new road alignment for access to the La Crosse County Sanitary Landfill will require intermittent staging of Solid Waste trucks on the far south lane of the extended Berlin Drive.

5. The City will provide the following services regarding the La Crosse County Solid Waste Department:

a. City to provide a driveway apron and all associated utilities for a new west entrance to the La Crosse County Sanitary Landfill shall be extended to the tangent of the drive entrance onto the Landfill property as shown in **Exhibit C**.

b. City shall maintain continuous driveway access to the current La Crosse County Solid Waste scale location during construction under this Agreement until the new scale location is available for use.

c. City shall extend a City water main up to 300 feet into the La Crosse County Solid Waste Department site at the new west entrance to the La Crosse County Sanitary Landfill, and install a hydrant at the end of the main.

d. Any excess topsoil from the future development site located on the 23.6 acres sold to the City of La Crosse, which means topsoil not needed for restoration of the development, shall be delivered to the La Crosse County Solid Waste site at the locations shown in **Exhibit C**.

e. The City shall agree to enforce appropriate maintenance requirements upon development of the new Business Park site.

6. It is the City's intent to devote the proceeds from sale of the approximately 23.6 acres for development to neighborhood revitalization within the corporate limits of the City of La Crosse.

B. COUNTY RESPONSIBILITIES:

1. The County shall continue to maintain the Property in accordance with all legal requirements until the sale of the Property to the City of La Crosse.

2. The County will sell the Property to the City of La Crosse for economic development as part of International Business Park II at a price of \$1.375 million. The County will utilize the entire proceeds from the land sale to the City to pay back the cost to purchase the Schroeder property, which amount is \$375,000 which is part of the Property, and for the sole purpose of providing funds for the Neighborhood Revitalization Grant Program within the corporate limits of the City of La Crosse.

The Closing shall occur within 90 days of execution of this Agreement. County shall provide City with a title commitment acceptable to City confirming the title to the Property, at closing, shall be subject to no encumbrances other than municipal and zoning ordinances, recorded easements, restrictions and covenants, and such other encumbrances to which the City has consented. Sale shall be by warranty deed, and the purchase price, less customary prorations, shall be paid at closing. City shall have the right to inspect the Property and perform any testing or environmental assessments prior to closing. The City may terminate this Agreement, without penalty, for any reason as determined in its sole and absolute discretion after its review of environmental assessments, testing or documentation provided by the County. County shall provide to City any documentation relating to the condition of the Property prior to closing.

3. The County and the City will work jointly to design, locate, bid and install a multi-purpose sign identifying both the County Solid Waste Department and the International Business Park. The sign will be located in the west right-of-way of Emerald Dr.

4. The La Crosse County Solid Waste Department will not charge a tipping fee for the disposal of stumps found buried on the Property.

5. La Crosse County, upon acceptance of the storm sewer design to serve the Business Park as provided by the City, shall provide to the City a permanent utility easement for storm sewer activities upon Solid Waste Department property as determined by the City's Engineering Department.

6. County represents and warrants the following to City as true and correct: (a) all necessary environmental licenses, permits and approvals have been obtained and are in full force and effect for the Property; (b) all required environmental reports and returns have been filed with governmental agencies for the Property; (c) the County and its operations are presently and, for as long as the Property has been owned by the County, have been in full compliance with all environmental laws and permits; (d) no claims, disputes, actions or proceedings relating to environmental laws or permits exist against the County or affect the Property; (e) no hazardous substances are present on the Property, and no releases of

hazardous substances are occurring or have occurred on, at, over, or from the Property; (f) the County does not know of, and has no reason or information to suspect, the presence of any environmental condition, situation, or incident at the Property that could give rise to any action or liability under any environmental law; (g) the County is not subject to and is not currently operating under any compliance or consent order, schedule, decree, or agreement issued or entered into under any environmental law for the Property; (h) the County has no knowledge that the Property contains asbestos, PCBs, or underground storage tanks; and (i) the County has not received any notice of, and does not have any knowledge of, proposed changes in any environmental law that would materially and adversely affect the Property or the operations conducted on the Property.

7. County agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City, its officers and employees, from any loss, cost, damage, obligation, liability, judgment, action, penalty, claim, proceeding, injunction, fine or expense (including, without limitation, reasonable consultants', experts', attorneys' fees and court costs) incurred or sustained by City arising directly or indirectly from: (a) any failure of County to comply with any environmental laws at the Property; (b) existing contamination at the Property; (c) contamination, if attributable to the actions or omissions of County, at the Property; and (d) any breach of warranty. The indemnities set forth in this section shall survive closing without limitation. This section does not apply to (a) the intentional misconduct of the City, or (b) any fill place on the Property by the City or its contractor.

C. MUTUAL RESPONSIBILITIES.

1. The City and County will partner in working with the Wisconsin DOT on the design and installation of an appropriate intersection at State Trunk Highway 16 and Berlin Drive.

2. The City shall provide authorized access to the La Crosse County Solid Waste Department to the Property to allow the County access for maintenance/mowing of the Property until the Property is suitable for sale for development.

3. The City shall provide a temporary access easement described in the attached **Exhibit A** for the upgraded monitoring well located on the Property as required by the Wisconsin DNR for a period of 36 months after the date of the sale of the Property to the City of La Crosse and the County will abandon said well prior to the easement termination and will obtain all necessary permits and approvals and perform the abandonment of the monitoring well in accordance with state law and regulations.

D. GENERAL PROVISIONS.

1. This Agreement is entered into in accordance with the applicable provisions of Sections 66.0301 and 66.1105, Wis. Stats.

2. The City and County may apply for grants with respect to the redevelopment of the Property.

3. The completed project costs and estimated future project costs are listed on the attached **Exhibit B**.

4. The County agrees to use all of the proceeds from the sale of the Property to the City to pay back the purchase price for the "Schroeder" property of \$375,000 and for the purpose of funding the Neighborhood Revitalization Grant Program within the City of La Crosse.

5. The City intends to use the proceeds from sale of the approximately 23.6 acres for development to neighborhood revitalization within the corporate limits of the City of La Crosse.

E. MISCELLANEOUS.

1. Severability. If any provisions in this Agreement are determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect to govern the parties' conduct and relationship.

2. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties relating to their relationship, and supersedes all prior understandings, representations, and/or agreements relating hereto. This Agreement may not be amended except pursuant to a written contract signed by both parties.

WITNESS:

CITY OF LA CROSSE
By: _____
Tim Kabat, Mayor

And: _____
Teri Lehrke, City Clerk

WITNESS:

COUNTY OF LA CROSSE
By: _____
Tara Johnson, County Board Chair

And: _____
Ginny Dankmeyer, County Clerk