



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, October 2, 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 (no participation) by visiting the Legislative Information Center Meetings calendar (<https://cityoflacrosse.legistar.com/Calendar.aspx>) - find the scheduled meeting and click on the "In Progress" video link to the far right in the meeting list.

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

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

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

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

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

Call To Order

Roll Call

Agenda Items:

UNFINISHED BUSINESS

[25-1054](#)

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

Sponsors: Washington-Spivey

Referred from the September 2025 meetings.

NEW BUSINESS

- [25-1053](#) Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to upgrade the 2nd Street Cycle Track.
Sponsors: Sleznikow
- [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).
Sponsors: Bedford
- [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).
Sponsors: Sleznikow
- [25-1128](#) Resolution amending Appendix C Fee Schedule regarding the Temporary Street Privilege Permits for portable toilets.
Sponsors: Washington-Spivey
- [25-1129](#) Resolution authorizing installation of neighborhood safety street lighting at the intersection of 19th Street South & Jackson Street.
Sponsors: Padesky and Trost
- [25-1130](#) Resolution appropriating additional funds for sidewalk and restoration as part of the citywide sidewalk infill program (CIP #762).
Sponsors: Weston
- [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.
Sponsors: Trost
- [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.
Sponsors: Trost
- [25-1108](#) Resolution approving Loan Modification Agreement and other associated documents for Upper Floor Loans with Dale Berg d/b/a Jeaneri, Ltd.
Sponsors: Washington-Spivey
Short-circuited by Mayor Washington-Spivey 9/23/2025.
- [25-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
F&P Item Only, unless otherwise directed.

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Finance & Personnel Members:

Erin Goggin, Barb Janssen, Larry Sleznikow, Chris Kahlow, Aron Newberry, Rosanne Northwood



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1054

Agenda Date: 10/2/2025

Version: 1

Status: Referred

In Control: Finance & Personnel Committee

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: 25-1053

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1109

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

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

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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: 25-1119

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

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: _____

By: _____
Its: _____

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

Notary Public, State of Wisconsin
My Commission Expires: _____



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

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: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

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



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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: 25-1129

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

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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Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1130

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

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
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LEGISLATION STAFF REPORT FOR COUNCIL

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Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1134

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

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.



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LEGISLATION STAFF REPORT FOR COUNCIL

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Requestor of Legislation

Location, if applicable

Summary/Purpose

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Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1135

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

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
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: 25-1108

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

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
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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.

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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.

CHANGE IN TERMS AGREEMENT

- (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: 25-0001

Agenda Date: 10/2/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update

Agenda Number: