

**AGREEMENT CONCERNING PAYMENT
FOR MUNICIPAL SERVICES, PAYMENT IN LIEU
OF TAXES, AND CONDITIONAL USE PERMITS**

Name and Return Address

Brandon J. Prinsen
Johns, Flaherty & Collins, S.C.
205 5th Avenue South, Suite 600
La Crosse, WI 54601

See Attached Exhibit A and C

Parcel Number

This Agreement is entered into as of the ____ day of _____, 2019 ("Agreement"), by and between the **City of La Crosse**, a Wisconsin municipal corporation (the "City"), and **Western Technical College** ("Western").

RECITALS

A. Western currently owns the real estate and improvements located in the City of La Crosse and identified in Exhibit A attached hereto ("Western Downtown Campus Properties");

B. Western also owns real estate and improvements at 751 24th Street North (Parcel #17-20041-71) (the "Passive Solar House"), 2860 21st Place South (Parcel #: 17-50323-156) (the "Weaver Building"), and 2719 Larson Street (Parcel #17-10306-111) (the "Automotive Center"), in the City of La Crosse, Wisconsin (collectively the "Western Extended Campus Properties");

C. In this Agreement, the Western Downtown Campus Properties and the Western Extended Campus Properties are collectively referred to as the "Western Campus Properties";

D. Western intends to demolish certain structures and improvements located at 528 8th Street North, 314 8th Street North, 320-322 8th Street North, and 712-714 La Crosse Street, all in the City of La Crosse, Wisconsin ("Condition Use Properties");

E. Western is seeking Conditional Use Permits in order to facilitate the Conditional Use Properties new use for greenspace and/or parking;

F. Western and the City enter into this Agreement to clarify some of the terms and conditions for the issuing of the Conditional Use Permits and to resolve outstanding issues regarding the following, without limitation: (i) Payments In Lieu of Taxes; (ii) Municipal Service Agreements; (iii) Western's campus boundaries; (iv) future acquisition of real estate by Western's campus; and (vi) neighborhood improvement collaborative.

NOW THEREFORE, in consideration of the recitals and the mutual promises, obligations and benefits provided under this Agreement, the receipt and adequacy of which are hereby acknowledged, Western and the City agree as follows:

1. Western Campus Boundaries. Western and the City hereby agree that the boundaries for Western's campus in La Crosse, Wisconsin is outlined in Exhibit B and incorporates the Western Campus Properties and other real estate Exhibit C attached hereto ("Campus Boundary").

2. Municipal Services Agreement ("MSA"). Except for Western's residence hall located at 820 La Crosse Street, La Crosse, Wisconsin ("Residence Hall") which is subject to an MSA dated June 12th, 2014 and recorded at the Register of Deeds Office as Document No. 1643701 on August 12, 2014 a copy of which is attached hereto as Exhibit D ("Residence Hall MSA") and as otherwise set forth in this Section 2, all of the Western Campus Properties and any other real estate that Western acquires in the future within the Campus Boundary will not be subject to an MSA from the City. Except for the Residence Hall and as otherwise set forth in this Section 2, the City will not require Western to enter into an MSA in order to obtain a conditional use permit for the demolishing or removal of any buildings located within the Campus Boundary. If Western intends to demolish any of the Western Extended Campus Properties, then Western will be required to enter into a MSA (for the specific property which is part Western Extended Campus Properties) with the City in order to obtain a conditional use permit from the City to demolish any of the Western Extended Campus Properties.

3. Payment In Lieu of Taxes ("PILOT"). Except for the MSA for the Residence Hall, all of the Western Campus Properties and any real estate that Western acquires in the future within the Campus Boundary will not be subject to a PILOT from the City, nor will the City assess or require a PILOT for Western in order to obtain a conditional use permit for the demolishing or removal of any buildings located within the Campus Boundary. All PILOT's currently assessed to Western from the City for any of the Western Campus Properties, except for the MSA for the Residence Hall, shall terminate effective immediately. No further PILOT payments shall be due or made by Western to the City for any of the Western Campus Properties, except for the payments under the MSA for the Residence Hall and set forth below. If any of the Western Campus Properties have not obtained tax exempt status, then Western may apply for tax exempt status pursuant to applicable law. In no event shall Western owe, be assessed or pay any real estate taxes to the City for the Western Campus Properties or any real estate and

improvements acquired by Western within the Campus Boundary, provided that Western has applied for and obtained tax exempt status pursuant to applicable law.

4. Conditional Use Permits. The City agrees to issue conditional use permits to Western for the demolition of the buildings and structures located on the Conditional Use Properties, provided Western has submitted the proper applications, complied with all applicable federal, state and local laws and paid the necessary fees for the conditional use permits to the City.

5. Neighborhood Improvement Collaborative. Western and the City agree to establish a plan to improve the neighborhood surrounding Western and City Hall (“Collaborative”). The plan will address a wide variety of issues affecting the City and Western, including, but not limited to, safety, rental housing, future zoning, need for conditional use permits, and housing rehabilitation. Western agrees to make a one-time contribution to the City in the amount of \$30,000.00 for the Collaborative upon execution of this Agreement. As part of the Collaborative, Western and the City shall utilize their available resources to rehab and improve deteriorated housing in the area surrounding Western and City Hall. The area of the Collaborative is defined as Sixth Street to West Avenue and Main Street to the marsh and is further illustrated on the attached Exhibit E.

6. Municipal Services Payment.

(i) Pursuant to the terms of the Residence Hall MSA, Western shall continue to pay the City the amount due as a payment for municipal services provided by the City with respect to the Residence Hall calculated according to the terms set forth in Section 4 of the Residence Hall MSA (“Residence Hall MSA Payment”). The annual Residence Hall MSA Payment shall be paid by Western in accordance with the terms in Section 5 of the Residence Hall MSA.

(ii) During the term of this Agreement, if the annual Residence Hall MSA Payment is less than \$74,801.47, then Western agrees to pay the City the difference between \$74,801.47 and the Residence Hall MSA Payment so that the total annual payment to the City for Municipal Services is \$74,801.47, less any credits referenced in Section 4(h) of the Residence Hall MSA (“Deficiency Payment”). The Deficiency Payment shall be paid annually at the same time the Residence Hall MSA Payment is made to the City. The Residence Hall MSA Payment and Deficiency Payment shall collectively be referred to herein as “Total MSA Payment”.

(iii) Western shall continue to receive a one-time aggregate credit to offset the Total MSA payment as set forth in Section 4(h) of the Residence Hall MSA. For each Valuation Year, the Total MSA Payment due to the City shall be reduced by the credit set forth in Section 4(h) of the Residence Hall MSA until the credit has been fully exhausted.

(iv) If any provisions in Section 6 of this Agreement conflict with the provisions in the Residence Hall MSA, then the provisions in this Section 6 shall control. Except as modified by Section 6 in this Agreement, the terms in the Residence Hall MSA shall remain in full force and effect and shall survive the termination or expiration of this Agreement.

(v) After 2019, the Total MSA Payment shall increase each calendar year by two percent (2%) of the Total MSA Payment paid in the previous calendar year.

(vi) In the event the La Crosse Medical Health Science Consortium, Inc (“HSC”) provides confirmation to the City that it is assuming the PILOT payments made by Western for the real estate and improvements at 1305 Pine Street, La Crosse, Wisconsin (“HSC Building”), then the portion of the Total MSA payment that is allocated to HSC Building shall be reduced from the Total MSA payment that is paid by Western.

7. Successors and Assigns. This Agreement is binding on the parties hereto, their successors and assigns.

8. Notices. Any notice required to be given under this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, to the party at the address stated below or when actually received by the party, whichever is first. The addresses are:

To City: City Clerk
City of La Crosse
400 La Crosse Street La Crosse, WI 54601

With a copy to: City Planner
City of La Crosse
400 La Crosse Street La Crosse, WI 54601

To Western: Western Technical College
400 7th Street North
La Crosse WI 54601

With a copy to: Attorney Brandon J. Prinsen
205 Fifth Ave S, Suite 600
La Crosse, WI 54601

Either party may change its address for notices by giving a notice as provided in this section.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties. Any amendment to this Agreement shall be made in writing, signed by both parties. If Western desires to acquire property outside the Campus Boundary in the future, then Western shall be required to comply with all City of La Crosse zoning, use, and other ordinances that are applicable to the acquired property and Western’s use of the property. Additionally, Western shall enter into a new MSA with the City for the acquired property outside the Campus Boundary, provided that, this provision shall not apply to Property outside the Campus Boundary that is gifted to Western in the future or property that Western acquires as part of a collaborative with another non-profit or tax exempt organization in the future.

10. Severability. If any part of this Agreement is determined to be invalid or

unenforceable, the remainder of the Agreement shall remain in effect.

11. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

12. Governing Law. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.

13. Interpretation of Agreement. If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the Circuit Court for La Crosse County, Wisconsin. Each party waives its right to challenge venue in La Crosse County.

14. Dispute Resolution. If there is any dispute between the parties arising out of, related to, or connected with this Agreement:

- a. The parties shall attempt in good faith to resolve the dispute.
- b. If the parties cannot resolve the dispute after reasonable efforts, the dispute shall be submitted to mediation, at the request of either party. The mediator shall be agreed on by the parties or, if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either party. The mediator shall be an attorney in La Crosse County, Wisconsin with at least ten (10) years' experience.
- c. If the parties cannot resolve the dispute by mediation, after reasonable efforts, either party may demand arbitration conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the parties or, if they do not agree, by the Circuit Court for La Crosse County, on application of either party. The party demanding arbitration shall bear all the costs of arbitration. The arbitrator shall be an attorney in La Crosse County, Wisconsin with at least ten (10) years' experience. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Western and the City each waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial by the other party.

15. Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the other party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

16. Authorization. Each person signing this Agreement on behalf of any Party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the Party. Each Party represents that entry into this Agreement is not in

contravention of any agreement or undertaking to which the Party is bound.

17. Recording. The City may record this Agreement with the Register of Deeds for La Crosse County and may record this document again, from time to time, in the City's sole discretion.

18. Term. This Agreement shall terminate April 17, 2029 ("Term"). Western or the City shall each have the option to extend the Term of this Agreement for one (1) additional period of five (5) years commencing at midnight on the date on which the Term expires, upon the same terms and conditions as contained in this Agreement. The extension option provided for herein shall be exercised by written notice not less than ninety (90) days prior to the expiration of the Term.

19. City's PILOT Program disbursements. The City maintains a PILOT program to assist taxing jurisdictions from losing tax base and tax revenue within the corporate limits of the City for various reasons, including, without limitation, the demolition and removal of existing buildings and improvements. Throughout the years of this program, the City has established, administered and enforced the program at its sole cost and expense as well as shared the PILOT payments received with the other taxing jurisdictions within the corporate limits of the City. Western agrees that the City shall retain Western's share of such payments and disbursements under this PILOT program until the earlier occurrence of: (i) the _____ anniversary date of this Agreement or (ii) the total of Western's share of the PILOT programs payments retained by the City reaches the sum of \$28,923.79. Upon the earlier occurrence of the above referenced events, then the City shall resume the disbursement to Western and Western shall receive, Western's share of the PILOT program's payments.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Western Technical College (“Western”)
By:
Title:

City of La Crosse (“City”)
By:
Title:

State of Wisconsin)
)ss
County of La Crosse)

SUBSCRIBED and SWORN to before me this ____ day of _____, 2019,
_____ and _____, to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

By:
Notary Public, State of Wisconsin
My commission:_____

Exhibit A

Western Downtown Campus Properties

111 7th St N	17-20165-50
232 6th St N	17-20168-100
624 Vine St	17-20169-10
725 Badger St	17-20145-21
528 8th St N	17-20148-30
322 8th St N	17-20171-50
314 8th St N	17-20171-60
306 8th St N	17-20171-90
312 7th St N	17-20143-81
401 7th St N	17-20173-20
419 9th St N	17-20148-120
505 9th St N	17-20148-60
532 8th St N	17-20148-50
512 8th St N	17-20147-90
712-714 La Crosse Street	17-20144-80
812 Pine Street	17-20171-20
814 Pine Street	17-20171-30

Exhibit B
Campus Boundary

Exhibit C

Real Estate Within Campus Boundary Not Owned by Western

818-824 Pine Street	17-20172-30
333 9th Street N	17-20172-20
327 9th Street N	17-20172-10
317-323 9th Street N	17-20171-140
315 9th Street N	17-20171-130
309 9th Street N	17-20171-120
303 9th Street N	17-20171-100
817 Vine Street	17-20171-110
813 Vine Street	17-20171-80
310 8th Street N	17-20171-70
224 6th Street N	17-20168-110
704 La Crosse Street	17-20144-90

Exhibit D

Residence Hall MSA

Exhibit E
Area of Collaborative