

City Hall 400 La Crosse Street La Crosse, WI 54601

# **Meeting Agenda - Final**

# **Economic and Community Development Commission**

Wednesday, October 22, 2025 3:00 PM Council Chambers

The meeting is open for in-person attendance and will also be conducted through video conferencing. To join the meeting click this link (or typing the URL in your web browser address bar) https://cityoflacrosse-org.zoom.us/j/83768127868? pwd=WUJpRkwzbWpHL0VvckhmRmdxMm5pZz09

Meeting ID: 837 6812 7868; Passcode: ECDC23; Dial by your location +1-309-205-3325

If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in.

Members of the public who would like to provide written comments on any agenda may do so by emailing emsliej@cityoflacrosse.org, using a drop box outside of City Hall, or mailing the Department of Planning, Development and Assessment, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7512.

#### **Call to Order**

#### Roll Call

Approval of Minutes from the September 24, 2025 Meeting.

### Agenda Items:

1.	<u>25-1280</u>	November & December meetings: Nov 19 & Dec 17
2.	<u>25-1281</u>	Impact Report from Downtown Main Street Inc on ARPA funded projects: Rewards and Grants programs
3.	<u>25-1252</u>	Resolution approving subordination request for permanent financing by Haven on Main, LLC regarding TIF Development Agreement.

**Attachments:** Resolution

Haven on Main - Subordination Agreement - Permanent Loan

Legislative Staff Report

#### 4. 25-1276 Action Offers to Purchase 516 Caledonia St, La Crosse WI 54603

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stats. sec. 19.85(1)(a) to deliberate its decision. Following any closed session, the Committees and/or Council may reconvene in open session.

Attachments: 25-1276 ECDC Memorandum For OTP 516 Cal.pdf

25-1276 Staff Report ECDC.pdf

#### 5. <u>25-1278</u> Economic Development RFP applicants Presentation

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stats. sec. 19.85(1)(a) to deliberate its decision. Following any closed session, the Committees and/or Council may reconvene in open session.)

Attachments: ED RFP Final.pdf

Revby LLC Application.pdf 25-1278 Staff Report.pdf

#### **6.** 25-1277 Consideration and Possible Action on Karuna Grant Amendment

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stats. sec. 19.85(1)(a) to deliberate its decision. Following any closed session, the Committees and/or Council may reconvene in open session.)

Attachments: 2025 ARPA Funds Amendment Request from Karuna Inc.pdf

Karuna Grant Agreement.pdf

25-1277 Karuna Grant Amendment Staff Report.pdf
Proposed Karuna Grant Agreement Amendment.pdf

#### 7. 25-1279 Renovation Loan Forgiveness Request

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stats. sec. 19.85(1)(a) to deliberate its decision. Following any closed session, the Committees and/or Council may reconvene in open session.)

Attachments: Loan Agreement.pdf

Forgiveness Letter .pdf
25-1279 Staff Report.pdf

#### 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.

Mayor Shaundel Washington-Spivey, Tamra Dickinson, Linda Lee, Gina Miller, Mary Rohrer, Erin Goggin, & Vicki Markussen



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### **Text File**

**File Number: 25-1280** 

Agenda Date: 10/22/2025 Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: General Item

Agenda Number: 1.



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### **Text File**

**File Number: 25-1281** 

Agenda Date: 10/22/2025 Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: General Item

Agenda Number: 2.



City Hall 400 La Crosse Street La Crosse, WI 54601

### **Text File**

**File Number: 25-1252** 

Agenda Date: 11/6/2025 Version: 1 Status: New Business

In Control: Finance & Personnel Committee File Type: Resolution

Agenda Number: 3.



25-1252

Caption

Staff/Department Responsible for Legislation

File ID

# CITY OF LA CROSSE

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

Resolution approving subordination request for permanent financing by Haven on Main, LLC regarding

#### LEGISLATION STAFF REPORT FOR COUNCIL

TIF Development Agreement.

Julie Emisie, Planning & Development
Requestor of Legislation
Haven on Main, LLC
Location, if applicable
Corner of 10th and Main St
Summary/Purpose
The City received a subordination request for the permanent financing the Development Agreement with Haven on Main LLC.
This subordination agreement is applicable to the permanent financing that will occur once construction is complete and the financing is converted. The permanent financing lender, Freddie Mac, is requiring the loan documents be lien on the relevant property superior to the lien of the City's Development Agreement. Freddie Mac will not provide the needed loan unless the City and Haven on Main agree to
subordinate their rights and obligations under the Development Agreement. This requirement is common practice with Lenders who are arguable carrying a more significant risk in lending a substantial amount of funds to the project.

#### Fiscal Impact

Background

the City.

The Development Agreement outlines \$797K in TIF pay-go assistance once the project has been constructed, and an additional estimated \$250k in public infrastructure improvements to be paid via TIDs 11 & 17.

Haven on Main is receiving a construction loan with Old National Bank, to which the City Council approved a similar subordination

agreement at the Sept 2025 Council meeting. The Legal department assisted in review/negotiations with both lender's attorneys. The only substantive difference between the 2 agreements is that Freddie Mac would not agree to include "or denied" in Section 7a. The Legal Dept felt the explanations for why this language wasn't included are not valid, and that the current language allows for arbitrary decisions against

#### Staff Recommendation

Planning staff recommend approval



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### **Text File**

**File Number: 25-1276** 

Agenda Date: 10/22/2025 Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: General Item

Agenda Number: 4.

#### Memorandum

To: Economic & Community Development Commission

From: Jonah Denson

Date: October 22<sup>nd</sup> 2025

Re: Action on offer to purchase 516 Caledonia St, La Crosse WI 54603

**List Price:** \$295,000; The City will provide a deferred 2<sup>nd</sup> mortgage of up to \$107,750 which will accrue interest of 3% per annum and will cease to accrue interest at half of the principal value. The City will also provide a forgivable 3<sup>rd</sup> mortgage of \$25,000 forgiven each year the homeowner lives in the home, over a 15-year period.

Staff received many inquiries about this home and showed the property to several perspective buyers. Two viable offers were received, details listed in the table below.

Order of	Offer	Down	1st	Monthly	Front End	Back End	2nd	3rd
Receipt	Total	Payment	Mortgage	Payment	Ratio	Ratio	Mortgage	Mortgage
1	\$295,000	\$40,000.00	\$122,250.00	\$1,345.92	31%	33%	\$107,750.00	\$25,000.00
2	\$285,000	\$16,250.00	\$140,500.00	\$1,455.23	27%	35%	\$103,250.00	\$25,000.00

Both applicants have been pre-approved for fixed rate mortgages

This is the 2nd House Applicant 1 has offered on and the 4th House Applicant 2 has offered on

Note: Applicant 1 has offered full asking price \$295,000.00 and Applicant 2 has offered at \$285,000.00

<u>Before</u> <u>After</u>







# 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

25-1276

Action on Offer to Purchase 516 Caledonia St, La Crosse WI 54603

Staff/Department Responsible for Legislation

Jonah Denson/Planning Development & Assessment

Requestor of Legislation

Jonah Denson

Location, If Applicable

516 Caledonia St, La Crosse WI 54603

#### Summary/Purpose

The Replacement Housing Program is asking the Economic & Community Development Commission to select a buyer for 516 Caledonia St, La Crosse WI 54603.

#### Background

The RHP purchased the fire damaged property at 516 Caledonia St in June of 2023. All improvements on the parcel were demolished. Students & instructors from Western Technical College built a new 4 bedroom/2-bathroom home and a 2-car detached garage on the parcel. Students from Western also designed & installed the landscaping for this home.

The assessed value of the property at the time of acquisition was \$146,700.00. The parcel is projected to assess over \$300,000.00 once assessed in 2026. Sale proceeds will go back to CBDG & HOME funds to support future replacement housing projects.

#### Fiscal Impact

~\$162,250 in sale proceeds for offer 1, ~\$152,250 in sale proceeds for offer 2

#### Staff Recommendation

Staff believes both offers are strong, Offer 1 is full asking price and Offer 2 has the best front-end ratio



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### **Text File**

**File Number: 25-1278** 

Agenda Date: 10/22/2025 Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: General Item

Agenda Number: 5.



# **COMMUNITY DEVELOPMENT**

400 La Crosse St. – La Crosse, WI 54601 (608) 789-7512

# REQUEST FOR PROPOSALS

# **FOR**

# COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT

PROPOSALS DUE: October 12, 2025

The City of La Crosse Planning and Development Department, in accordance with the Community Development Block Grant (CDBG) program funded by the U.S. Department of Housing and Urban Development (HUD), is accepting proposals from qualified organizations to implement and manage economic development activities, serving low- and moderate- income (LMI) individuals within the City of La Crosse, from January 1, 2026 – December 31, 2026.

The goal of this program is to improve economic opportunities in the City of La Crosse for low-to moderate income individuals through business assistance, job creation and other economic development activities.

# **Funding Availability**

This Request for Proposals (RFP) is funded by the federal CDBG program. A total of **\$100,000** per year in CDBG funds is available through this solicitation. The City anticipates awarding 2-3 subrecipients, depending on the scope and scale of the proposed services. This will be a one-year contract with the possibility of a second year.

All expenditures and program activities must comply with CDBG requirements under 24 CFR Part 570.

# **CDBG National Objective**

Programs funded under this RFP must meet the CDBG National Objective of benefiting lowand moderate-income persons. Funded programs must be able to document income eligibility of participants and maintain proper records to demonstrate compliance under 24 CFR 570.208(a).

# Eligible Applicants

Eligible applicants include:

- Nonprofit 501(c)(3) organizations
- Educational or vocational training institutions
- Workforce development agencies
- Community-based organizations with demonstrated experience

Applicants must have the administrative capacity to manage federal funds and comply with all CDBG regulatory requirements.

# **Eligible Activities**

All activities must create jobs or serve businesses located in the City of La Crosse. Direct financial assistance to for-profit businesses is not eligible under this RFP.

# **Target Population**

Programs must serve residents and/or businesses in the City of La Crosse who meet HUD's definition of low- and moderate-income (at or below 80% of Area Median Income). Priority should be given to individuals facing barriers to economic development opportunities such as lack of formal education, previous incarceration, language barriers, or unstable housing.

# **Budget**

Applicants should budget for staffing, space, and resources used to deliver the activity as part of a broader facility or economic development initiative. Standalone employment services will not be eligible under this RFP.

Due to funding constraints and emerging needs of the community, the City of La Crosse reserves the right to modify proposed budgets and/or scopes of work to better target the City's identified priorities. Advance notification and consultation concerning such modifications will be provided to the applicant if the application is approved.

# **Contract Term**

Contracts awarded under this RFP are anticipated to run from **January 1, 2026, through December 31, 2026**, with possible extensions contingent on performance and funding availability.

# Reporting

Quarterly reports and drawdowns will be completed on the following deadlines:

Grant Period	Deadline
January 1, 2026 - March 31, 2026	April 15, 2026
April 1, 2026 – June 30, 2026	July 15, 2026
July 1, 2026 – September 30, 2026	October 15, 2026
October 1, 2026 – December 31, 2026	January 15, 2027

# Application Scoring Criteria Activity Design and Alignment

Clarity and feasibility of the proposed activity design. Clear link to City of La Crosse Goals and Economic Development Priority Needs, as defined in 2025-2029 Consolidated Plan.

#### Benefit to Low- and Moderate- Income (LMI)

Strong plan for verifying and documenting LMI eligibility. Target population clearly defined.

#### Organizational Capacity

Relevant experience and demonstrated capacity to manage CDBG funds. Staff qualification and administrative systems in place.

#### Performance Measures

Defined and measurable outcomes (e.g., # of LMI participants, certifications achieved, job placements).

#### Budget & Cost Reasonableness

Budget is realistic and well-justified. Costs are appropriate for the proposed activities.

All RFP applicants will have the opportunity to participate in the Economic & Community Development Committee meeting on October 22, 2025, at 3 p.m. Each applicant will be given 3-5 minutes to present their proposal and answer questions from the committee. The Economic and Community Development Commission will announce decisions no later than November 19, 2025 at the ECDC meeting.

# **Submission Instructions**

All responses shall be submitted through Neighborly:

https://portal.neighborlysoftware.com/lacrossewi/Participant no later than October 12, 2025 11:59pm. By responding to this RFP, applicants agree to and accept the standard terms and conditions in **Attachment A**.

Late or incomplete applications will not be considered.

# **Timeline**

Action	Date & Time
RFP Release Date	September 5, 2025
Proposal Submissions due in Neighborly	October 12, 2025 11:59pm
ECDC Meeting Presentations	October 22, 2025, at 3:00 PM
Award Decisions	No later than November 19, 2025 at the ECDC Meeting
Anticipated Contract Start	January 1, 2026

# **Contact Information**

# Questions regarding the RFP, contact:

Mara Keyes 608-789-7362 keyesm@cityoflacrosse.org

# **Questions regarding Neighborly Submission, contact:**

Linzi Washtock 608-789-8311 washtockl@cityoflacrosse.org

#### Attachment A. City of La Crosse Standard Contract Terms and Conditions

These are subject to modification at any time by the City of La Crosse and the final agreement with the City will include other provisions not in this agreement. Successful applicant will agree to abide by the City's Standard Contract Terms and Conditions.

- 1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
- 2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services
- 3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.
- 4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
- 5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the program progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the program. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.
- 6. COMPENSATION. Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the

completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

- 7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
- 8. TERMINATION FOR CAUSE. If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.
- 9. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
- 10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.
- 11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
- 12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes

provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

- 13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
- a. Worker's Compensation and Employers Liability Insurance. Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
- b. Commercial General Liability and Automobile Liability Insurance. Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:
- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
- 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
- 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
- 3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.
- c. Professional Liability Insurance. When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.
- d. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.
- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.
- e. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by La Crosse.
- f. Evidences of Insurance. Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

- g. Sub-Contractor. In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- h. Amendments. La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.
- 14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers. Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.
- 15. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.
- 16. Intentionally omitted.

- 17. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
- 18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
- 19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

#### 20. NOTIFICATION. Parties shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.
- (2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.
- (3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.
- 21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

- 23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.
- 25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse
- 26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.
- 27. POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.
- 28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. . 2

- 9. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.
- 30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.
- 31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.
- 32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows: To the City: Attn. City Clerk Copy to: Attn. City Attorney City of La Crosse City of La Crosse 400 La Crosse Street 400 La Crosse Street La Crosse, WI 54601 La Crosse, WI 54601 Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.
- 34. Intentionally omitted.
- 35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

- 36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.
- 37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
- 38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.
- 39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.
- 40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industrywide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.
- 41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in

the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

- 42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
- 44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
- 45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.
- 46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
- 47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

Revised: 06.21.19

# **Program Overview & Eligibility**

Completed by michael@revby.co on 10/9/2025 11:40 AM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### **Program Overview & Eligibility**

Please read the following information.



City of La Crosse

CDBG Economic Development Initiative

City of La Crosse 400 La Crosse Street La Crosse, WI 54601 (608) 789-7512

The City of La Crosse is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. Its purpose is to develop viable urban communities by providing decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons.

The City of La Crosse Planning and Development Department, in accordance with the Community Development Block Grant (CDBG) program funded by the U.S. Department of Housing and Urban Development (HUD), is accepting proposals from qualified organizations to implement an Economic Development Initiative to further economic development initiatives, serving low- and moderate-income (LMI) individuals within the City of La Crosse, from January 1, 2026 – December 31, 2026.

The goal of this initiative is to improve economic opportunities in the City of La Crosse for low- to moderate income



individuals through business assistance, job creation and other economic development activities.

All Programs funded under this RFP must meet the CDBG National Objective of benefiting low- and moderate-income (LMI). Funded programs must be able to document income eligibility of participants and maintain proper records to demonstrate compliance.



# **A. Contact Information**

Completed by michael@revby.co on 10/11/2025 1:16 PM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

A. Contact Information					
Please provide the following information.					
AGENCY INFORMATION	AGENCY POINT OF CONTACT				
A1. Official Agency Name	A6. Authorized Contact Person				
Revby LLC	Michael Aparicio				
A2. Mailing Address	A7. Title				
75 Arlington Street Suite 500 Boston, MA 02116	Founder & CEO				
A3. Federal ID Number	A8. E-Mail				
83-2757117	michael@revby.co				
A4. Unique Entity Identifier (UEI) Number	A9. Phone Number				
116,968,481	(617) 553-4343				
A5. Type of Organization (check all that apply):	A10. Secondary Contact Person				
	Kristen Isaacs				
Non- Profit Organization	A11. Title				
Educational or Vocational training institutions	Vice President of Operations				
Educational or Vocational training institutions	vice President of Operations				
Workforce Development Agency	A12. Phone Number				
Community-based organization	(857) 400-8275				
	A13. E-Mail				

kristen@revby.co

# **B.** Agency Information

Completed by michael@revby.co on 10/11/2025 3:24 PM

Case Id: 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### **B.** Agency Information

Please provide the following information.

B1. Agency Experience: Include the length of time the agency has been in operation, the date of incorporation, the purpose of the agency, and the type of corporation. Describe the type of services provided, the agency's capabilities, the amount and characteristics of clients served, administrative systems in place, and license to operate (if license is necessary).

Revby LLC is an educational training and consulting organization focused on community-based small business and microenterprise technical assistance (TA). We design and deliver hands-on programs that combine group workshops with individualized one-on-one consulting so entrepreneurs can build durable financial management capacity, become lender-ready, and adopt digital tools that improve scale up day-to-day operations. Revby is organized as a limited liability company and has operated continuously for over seven years delivering TA for municipalities, economic development agencies, and federally funded programs. Our work emphasizes serving low- and moderate-income (LMI) business owners and start-up entrepreneurs, including immigrant-, women-, minority-, veteran-, and LGBTQ-owned businesses. We have extensive experience administering CDBG-compliant microenterprise programs, including designing intake and LMI verification workflows, maintaining compliant participant records, and producing timely quarterly reports and budget drawdown documentation. Services & capabilities include the following: Financial literacy education for business owners: finance and accounting TA; bookkeeping/QuickBooks set-up and optimization; cash flow management; pricing and unit economics; debt management and credit readiness; lender application packaging and access-to-capital navigation. Digital readiness for small businesses: recordkeeping digitization, POS/e-commerce basics, online banking and bill-pay, secure document management, and adoption of practical, low-cost tools aligned with digital literacy needs identified in the community. Cohort-based learning design: structured curricula, accessible materials, live facilitation (in-person/virtual), peer learning, and follow-up assignments with direct implementation support. Program administration: cohort application and selection, eligibility screening and LMI verification/documentation, case management, outcomes tracking, and CDBG and other federal funding contract/reporting compliance. Clients served & reach: Across our public-sector contracts, we routinely assist LMI, socially and economically disadvantaged owners of microenterprises and very small businesses across retail, food service, personal services, construction trades, creative industries, and professional services. We work with microenterprise and small business owners across the US, in both urban and rural communities. Our team is deeply familiar with the specific hurdles these businesses encounter, such as limited access to credit, limited financial literacy, racial and ethnic prejudice, gender bias, language barriers, and disabilities. Many of the technical assistance programs we are a part of have a mission to serve business owners who operate in economically transitioning communities, including rural areas and lower-moderate income urban neighborhoods. Our annual training program for all Revby employees include unconscious bias training and cultural sensitivity training in addition to our consulting service and subject matter training. Our brand of consulting and technical assistance reflects an approach that is culturally sensitive, accessible, patient, and non-judgmental. This helps us to be effective in achieving meaningful outcomes - helping people overcome barriers, access new opportunities and capital, and achieve sustainable growth. We deliver services bilingually when requested and ensure cultural and linguistic accessibility. Administrative systems & compliance: Revby maintains standardized intake forms, income verification processes, documentation protocols, and file retention practices consistent with federal grant requirements. We perform routine QA checks on all deliverables per participant, and produce regular performance reports on

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schedule. Licenses & standing: Revby operates as an LLC in good standing and is experienced working as a prime contractor on municipal and federally funded programs. We are not subject to suspension or debarment and maintain cybersecurity practices appropriate for federal funding. Certifications include MBE and LGBT-owned certifications.

# B2. Personnel/Staff Capacity: Briefly describe the agency's existing staff positions and qualifications, its capacity to carry out this activity.

Revby has a dedicated and qualified team of full time W2 employees with direct experience designing, delivering, and administrating TA programs, including CDBG funded microenterprise TA programs. We have experience and capacity for intake process, income eligibility verification, and reporting. Our most recent relevant experience comes from our work for the City of Tacoma's CDBG funded microenterprise technical assistance programs over the past two years, ensuring compliance with HUD requirements while delivering strong participant outcomes. Our consulting team brings expertise in Financial Literacy, Access to Capital, Bookkeeping/QuickBooks, Business Planning and Strategy, Marketing and Digital Enablement, and Operations. Each consultant combines general business coaching skills with a subject specialization, such as small business finance, digital transformation, marketing strategy, or human resources. This allows us to provide comprehensive and tailored technical assistance that meets diverse small business needs. Organizational structure and capacity: Revby allocates dedicated personnel across consulting, operations, and administrative support. Each engagement is led by a Senior or Lead Consultant who manages day to day delivery and reporting, supported by additional consultants and administrative staff. The Vice President of Operations oversees implementation quality, compliance, and reporting; the CEO provides executive oversight and ensures resources are available for program success. Our staff includes bilingual consultants including English/Spanish and English/Chinese Mandarin. Team Bios: Michael Aparicio – Founder, CEO, Principal Consultant With 25+ years in business development and strategy, Michael leads Revby with a human-centered approach. His expertise spans market research, financial analysis, and leadership development. He holds an MS in Leadership & Administration from Boston College and a BA in Psychology from UC Berkeley. Kristen Isaacs – VP of Operations, Managing Consultant Kristen brings 20+ years in operations, eCommerce, and startup growth. She specializes in efficiency systems and strategic planning for minority- and women-owned businesses. Kristen manages Revby's consulting operations and Lean process improvement initiatives. Alex Berlin – Consulting Manager, Lead Consultant Alex is an expert in entrepreneurship, market research, and financial modeling. He holds dual master's degrees in Social Impact MBA and Sustainable International Development from Brandeis University. Alex has guided startups globally, including in Africa and the U.S. Suni Zheng – Consultant (Mandarin-English) Suni has 9 years of experience in M&A, financial analysis, and market strategy. She holds an MBA from Purdue University and a Chemical Engineering degree from the National University of Singapore. She integrates data-driven insights with realworld financial strategy. Emilio Diaz – Consultant (Spanish-English) Emilio merges technology and business strategy with a focus on inclusion. He holds a Master's in Innovation & Technology from Boston University. Emilio empowers entrepreneurs through human-centered, multilingual consulting. Juan Diego Bernal Plata – Consultant (Spanish & French - English) Juan has 7+ years in M&A and strategy consulting, advising startups and leading multimillion-dollar projects. He holds an MBA and is completing a Master's in Finance at Hult International Business School. His expertise blends international finance with entrepreneurship. Shaashwat Nim – Small Business Consultant (Hindi-English) Shaashwat bridges business strategy with technology and branding. With an MBA from Boston College and a background in software engineering, he helps small businesses scale through digital and operational innovation. Gergana Aleksieva -Web Developer & Tech Specialist Gergana is a former business analyst turned web designer with over a decade of experience. Based in Cape Cod and originally from Bulgaria, she creates engaging websites for startups and nonprofits that drive growth and visibility. Benjamin Cardona - Operations Associate & Associate Consultant (Spanish-English) Benjamin supports Revby's operations and consulting engagements, combining administrative precision with client service excellence. Originally from Puerto Rico, he's passionate about small business growth and community impact, bringing bilingual support to Revby's TA programs.



#### **Documentation**

Agency's affirmative action plan from the personnel policy manual and/or nondiscrimination employment/service policy and grievance procedure. \*Required

Revby Diversity, Equity, and Inclusion Policy.pdf



# C. Activity Summary

Completed by michael@revby.co on 10/11/2025 3:57 PM

Case Id: 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### C. Activity Summary

Please provide the following information.

#### C.1. Activity Title

Launch & Grow: Finance + Digital Skills for Microenterprise Business Owners

#### C.2. Amount of CDBG Funds Requested

\$40,000.00

#### C.3. Number of Clients Proposed to serve:

Jobs Created/retained:

(According to 24 CFR 570.208(a))

10

#### C.4. Of the total number of clients served, estimate how many will be Low-Moderate Income Clients:

10

# C.5. Location of Proposed Activity and\or Location of the Service Area (be specific such as neighborhood boundaries, census tract, or cross roads)

City of La Crosse - citywide, with priority outreach to LMI concentrated neighborhoods, including Powell-Poage-Hamilton, Washburn, and Lower Northside and Depot neighborhoods.

#### C.6. Which National Objective does your Activity or project meet?

Low-Moderate Income Clientele (LMC)

#### C.7. Select the Outcome that best describes your Activity.

Availability / Accessibility - This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate income people.

Affordability - This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate income people. It can include the creation of maintenances of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

Sustainability: Promoting Livable or Viable Communities - This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefits to persons of low and moderate income, or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

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## **D. Activity Description**

Completed by michael@revby.co on 10/12/2025 12:56 PM

Case Id: 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### **D. Activity Description**

Please provide the following information.

D.1. Describe the proposed activity. The narrative should include the need or problem to be addressed in relation to the City's Consolidated Plan; goals & objectives; work to be performed including the activities to be undertaken.

Need & Consolidated Plan alignment: La Crosse's Consolidated Plan identifies the importance of expanding economic opportunities for LMI residents and supporting small business development. Within that context, digital literacy and foundational financial skills are critical to business viability and access to capital. This program responds by building microenterprise owners' capacity to manage their finances, adopt core digital tools, and navigate lending pathways. Program model: A single-cohort program with the following components: 1) Cohort application & eligibility verification. Conduct outreach, accept applications, and verify LMI status for microenterprise owners/new entrepreneurs; confirm City of La Crosse residence/business location and program eligibility. 2) Kickoff workshop (up to 3 hours, in person). Group training and networking on: (a) financial literacy fundamentals for entrepreneurs; (b) bookkeeping and cash-flow basics; (c) introduction to "digital readiness" for small businesses (e.g., digitizing recordkeeping, QuickBooks Online setup, POS/e-commerce basics, secure document management); and (d) access-to-capital readiness. 3) One-on-one TA (implementation). Each participant receives an individualized action plan and 10 hours of consulting focused on: bookkeeping/QuickBooks setup or clean-up; cash flow projection and break-even analysis; pricing strategy; debt management; lender-ready financials; and practical digital skills (e.g., setting up online invoicing, POS, or e-commerce). We prioritize tangible deliverables (e.g., a working QBO file, a 12-month cashflow, a lender package draft). 4) Capstone session (2 hours). Participants present progress, lessons learned, and next steps; peers and Revby advisors provide feedback; we finalize outcomes documentation, lender referrals, and ongoing resource connections. Goals & objectives: 1) Enroll 10 LMI microenterprise owners or new entrepreneurs citywide. - Deliver 2 group sessions (kickoff + capstone) and 10 hours of one-on-one TA per participant. 2) Produce tangible, participant-specific deliverables, such as: improved or newly developed online presence (web page, Google business listing, social profile improvement); ability to transact online (e-commerce/POS/online invoicing); bookkeeping implementation (e.g., Quick Books set-up/clean-up and monthly workflow); and access-to-capital readiness artifacts (12-month financial projections and use-of-capital narratives). 3) Provide warm referrals and lender education in collaboration with local partners (e.g., WWBIC as a CDFI guest speaker/office hours) for those pursuing capital.

# D.2. Indicate the population or area to be served and outreach strategies to identify clients, jobs or businesses. Describe how you will document the criteria, listed in 24 CFR 570.208(a).

Population & eligibility: LMI microenterprise owners (5 or fewer employees, including owner) and LMI new entrepreneurs residing in and/or operating in the City of La Crosse. Outreach: Citywide, with targeted outreach via neighborhood and business resource partners; multilingual materials; partner referrals (i.e., WWBIC and other CDFIs, Chamber of Commerce, cultural community groups); a Revby produced press release; and direct marketing through City, partner, and paid social channels. We will emphasize outreach in the Powell-Poage-Hamilton, Washburn, and Lower Northside and Depot neighborhoods Documentation & compliance: We will document eligibility and national objective compliance by: (a) verifying microenterprise status; (b) collecting and retaining owner income documentation consistent with HUD guidance; (c) confirming City residency/business location; and (d) maintaining participant files with intake, case notes, deliverables, and outcomes. Revby will uphold file retention and reporting requirements and complete

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quarterly performance and financial reports as required.

# D.3. Be very specific about who will carry out the activities, the location in which they will be carried out, the period over which the activities will be carried out and the frequency with which the activities will be carried out.

The Revby team, including management, subject matter expert consultants, and operations administration, all contribute together as the prime and sole contractor. Revby does not intend to subcontract any work for this program, as we are qualified and experienced to carry out all activities in-house. In-person group sessions at a centrally accessible meeting room location that is conducive to group learning within La Crosse; one-on-one TA delivered either in person and/or virtually to maximize accessibility for the participant business owner. Period & frequency. Jan—Feb 2026: Kick-off meeting with City of La Crosse team, confirmation of the program design; program marketing and outreach; application period; eligibility screening. March: Kickoff workshop event with program introduction, interactive subject matter workshop material, a guest lender/CDFI speaker providing capital navigation insights. March—April: One-on-one TA; typical cadence is weekly 60 minute sessions per business, plus asynchronous support for the production of tangible deliverables to support each participant's digital and financial capacity building. End of April / Early May: Capstone session; outcomes documentation; lender referrals and warm hand-offs.

# D.4. Be very specific about who will carry out the activities, the location in which they will be carried out, the period over which the activities will be carried out and the frequency with which the activities will be carried out.

\*duplicate\* The Revby team, including management, subject matter expert consultants, and operations administration, all contribute together as the prime and sole contractor. Revby does not intend to subcontract any work for this program, as we are qualified and experienced to carry out all activities in-house. In-person group sessions at a centrally accessible meeting room location that is conducive to group learning within La Crosse; one-on-one TA delivered either in person and/or virtually to maximize accessibility for the participant business owner. Period & frequency. Jan—Feb 2026: Kick-off meeting with City of La Crosse team, confirmation of the program design; program marketing and outreach; application period; eligibility screening. March: Kickoff workshop event with program introduction, interactive subject matter workshop material, a guest lender/CDFI speaker providing capital navigation insights. March—April: One-on-one TA; typical cadence is weekly 60 minute sessions per business, plus asynchronous support for the production of tangible deliverables to support each participant's digital and financial capacity building. End of April / Early May: Capstone session; outcomes documentation; lender referrals and warm hand-offs.

# D.5. Besides the number of jobs created or businesses assisted, describe other ways that you evaluate activity success.

1) Financial capability gains: Through a pre and post financial literacy self-assessment, we will evaluate improvement on financial management capabilities and access to resources that improve business resilience and growth. Tangible evidence of success includes the completion of working cashflow and basic financial statements; bookkeeping adoption.

2) Capital readiness progress: Completion of financial projections and use-of-capital narratives; number of lender/CDFI consultations and warm referrals; capital applications submitted (as appropriate for each participant). 3) Digital adoption: implementation of QBO/online invoicing/POS/e-commerce function that wasn't in place prior to the program; secure file organization; use of online banking/bill-pay; improved online presence (website, Google or other third-party listings, social profiles) enabling discovery and sales. 4) Participant satisfaction & persistence: Engagement and confidence are also qualitative success factors that we will measure. Attendance/completion rates; participant feedback scores; peer network connections formed during the cohort.

#### D.6. Describe how you propose to coordinate your activity with other community agencies and leverage resources.

Revby routinely coordinates with local ecosystem partners in all the communities we serve to maximize reach and follow-on support, and conduct warm referrals for continued support post-program. Revby's founder Michael Aparicio and Revby's VP of Operations, Kristen Isaacs holds the responsibility of productive networking and collaboration with

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community agencies and resources. Local La Crosse ecosystem partners we intend to engage with include: the local SBDC at UW–La Crosse; WWBIC (CDFI) for capital pathways; community-based organizations serving diverse and LMI populations; the Chamber/business associations; and City departments. We will exchange referrals, co-market the cohort, and schedule guest speaking at the kickoff. Revby values consistent communication and collaboration with our public agency partners and always remains agile to amend program design and utilization of resources to meet program priorities and participant outcomes in the best way possible.



## E. Budget

Completed by michael@revby.co on 10/12/2025 2:30 PM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

## E. Budget

Please provide the following information.

### **E1. Total Cost of Activity**

\$48,000.00

## **E2. Grant Amount Requested**

\$40,000.00

#### E3. Total Other Funding

\$0.00

#### **E4. Other Agencies Applied to for Funds:**

Funding Sources/Revenues	Committed	Non-Committed
Private/Other/Donations	\$8,000.00	\$0.00
	\$8,000.00	\$0.00

#### **E5. Proposed Budget:**

Funding	If Other, Enter	CDBG	Local	State	Federal	Private/Other/Donations
_	-	CDBG	Local	State	reuerai	Filvate/Other/Donations
Uses/Expenses	Funding					
	Use/Expense					
	below					
Salaries and		\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Benefits						
Other	Materials,	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	digital and					
	print;					
	software to					
	produce					
	materials					
Other	Marketing	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Office space /	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
	Utilities					
Other	Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
		\$40,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00

# E6. What will the funds be used for? If the funds are to be used for staff/salaries, please name the staff who will be paid by this grant, their title, and what percentage of their total salary is paid for by the grant:

CDBG funds will be used for staff salaries, program materials (digital and print, including software to produce materials), and marketing expenses. Staff roles assigned to this project with salary percentages: Michael Aparicio, CEO

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- 10% Kristen Isaacs., VP Operations - 15% Benjamin Cardona., Operations Associate - 10% Alex Berlin, Manager Consultant - 30% Gergana Aleksieva, Senior Consultant - 25% Suni Zheng, Consultant - 25%

#### E7.: How will CDBG funding help your organization attract or leverage additional financial resources:

CDBG funding enables Revby to deliver a high-impact, fully compliant technical assistance program for La Crosse LMI microenterprise business owners by leveraging our existing operational infrastructure and resources. Revby maintains established office facilities and program management systems that are supported through our retained earnings and ongoing client operations. These existing investments allow us to deliver this program efficiently and at a lower cost than would otherwise be possible. In addition, our team's travel, administrative, and technology costs are partially supported by our internal operating budget, reducing the overhead burden on CDBG funds. This structure allows a greater proportion of the grant to be directed toward direct service delivery rather than administrative expenses.

# E8. Why is this program a good use of CDBG Funds? How would it affect your organization's proposal if you received a 15 -20% budget cut:

This program represents a strong and appropriate use of CDBG resources because it directly advances the City of La Crosse's Consolidated Plan objectives to increase job readiness and economic opportunities for business development, particularly for low- and moderate-income (LMI) residents. By focusing on LMI microenterprise owners and new entrepreneurs, the program builds financial and digital capacity—two critical skills identified as barriers to stability and growth in the Consolidated Plan. CDBG funding will enable Revby to deliver accessible, no-cost training and one-on-one technical assistance that equips participants with the financial literacy, operational knowledge, and digital readiness needed to strengthen their businesses and improve long-term self-sufficiency. The program's structured cohort model, combined with individualized support, aligns precisely with the CDBG national objective of providing economic opportunity through microenterprise assistance. This initiative also leverages existing City efforts, such as the "Open for Business Fund," by complementing rather than duplicating services and fostering partnerships with local organizations such as WWBIC, the SBDC, and other entrepreneurial support entities. The outcomes improved bookkeeping practices, increased digital capability, and readiness for capital access—are measurable, durable, and directly beneficial to La Crosse's small business ecosystem and community vitality. Impact of a 15-20% budget reduction If CDBG funding were reduced by 15-20%, Revby would modify the program to preserve its core group workshop and cohort components while proportionally reducing one-on-one technical assistance by approximately 3.5 hours per business. This reduction would limit the time available for participants to develop and finalize tangible deliverables, such as bookkeeping implementation, online transaction capability, and financial projections or use-of-capital narratives. Consequently, it may slightly diminish our ability to ensure every participant completes and executes their individualized next steps toward sustained financial and digital capacity. Even with this reduction, Revby would continue to meet all CDBG compliance and reporting requirements and remain focused on delivering high-quality, outcome-oriented assistance to La Crosse's LMI entrepreneurs.

# E9. Upload Job Descriptions of Staff who are paid with CDBG Funds (Required if you are paying staff with CDBG Funds)

Job Descriptions

Revby Program Team Job Descriptions.pdf



## F. Audit Requirements

Completed by michael@revby.co on 10/9/2025 11:40 AM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### F. Audit Requirements

Please provide the following information.

F.1. In accordance with the Office of Management and Budget issuance of 2 CFR part 200, subpart F, the Federal Government requires that non-profit organizations receiving \$750,000 or more in federal financial assistance from all sources in a fiscal year must secure an audit. If your agency receives \$750,000 or more in federal financial assistance, please select one of the following methods for providing audit information to the City of La Crosse (Select all that apply)

A. If your agency already conducts audits of all its funding sources including CDBG, the agency must submit a copy of its most recent audit, and may, at its discretion, include the CDBG portion of the audit cost in its CDBG project budget.

B. If your agency already conducts audits of its other funding sources but has neither received nor included CDBG in the past, the scope of the audit would be modified to incorporate CDBG audit requirements. The associated cost of the augmentation could then be included in the CDBG project budget, accompanied by the auditor's written cost estimate.

C. If your agency does not have a current audit process in place, your agency will be required to include a 10% set-aside in the CDBG project budget for the provision of an audit.

D. If your agency is not required to do a single audit, please submit a letter from your auditor, Chief Executive

Officer, fiscal officer or other responsible party stating the reasons why a single audit is not required.

## **G.** Insurance

**Case Id:** 31275

Name: Revby LLC - 2025

Completed by michael@revby.co on 10/12/2025 5:00 PM

Address: 75 Arlington Street, Suite 500, Boston, MA

## **G.** Insurance

If your policy amount is Unlimited, please enter \$999,999 in the Policy Amount box.

## **G.1. INSURANCE**

Insurance Type	Expiration Date	Policy Amount
General Liability	02/20/2026	\$2,000,000.00
Workman's Compensation	01/29/2026	\$1,000,000.00
		\$3,000,000.00

## H. Conflict of Interest

Completed by michael@revby.co on 10/9/2025 11:41 AM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

#### H. Conflict of Interest

Please provide the following information.

The intent behind conflict of interest provisions is to ensure that all funding decisions are made on their own merits. It is a conflict of interest for any employee, agent, consultant, officer, or elected or appointed official to provide inside information or participate in approving a Loan or Grant action when the person has business ties with the applicant or is a member of his/her immediate family. "Immediate family" is generally defined as the employee, spouse and children any marriage of either), parents and siblings, by blood or marriage-mother/father, step mother/father, mother/father-in-law, sister/brother, step sister/brother, sister/brother-in-law.

H.1. Are any employees, agents, consultants, officers, or elected officials of the agency requesting funds in a position to participate in the decision-making process for approval of this application?

No

H.2. Are any employees, agents, consultants, officers, or elected officials of the agency requesting funds in a position to gain inside information with regard to approval of this application?

No

H.3. Will any employees, agents, consultants, officers, or elected officials of the agency requesting funds obtain a financial interest from this activity?

No

H.4. Will any employees, agents, consultants, officers, or elected officials of the agency requesting funds have an interest in any contract, subcontract, or agreement with respect to funding this application, either for themselves or those with whom they have family or business ties during the applied for program year and one year thereafter.

No



## **I. Required Documents**

Completed by michael@revby.co on 10/12/2025 4:56 PM

**Case Id:** 31275

Name: Revby LLC - 2025

Address: 75 Arlington Street, Suite 500, Boston, MA

I. Required Documents
Please provide the following information.
Documentation
Articles of Incorporation/ By Laws *Required  Massachusetts Certificate of Organization.pdf  RevbyLLC_CoGS_Massachusetts.pdf
Non-Profit Determination *Required  Revby LLC - Nonprofit Determination Explanation Letter.pdf
List of Board Directors or List of Oversight Committee - (for government agency)  **No files uploaded
Designation of Authorized Officials  Authorized Official Documentation must be submitted of the governing body's action designating the agency's representative authorized to negotiate for and contractually bind the agency. Documentation consists of a signed letter from the Chairperson of the governing body providing the name, title, address and telephone number of each authorized individual. *Required  Revby LLC Operating Agreement.pdf  Michael Aparicio - Address and Phone Number.pdf
Resumes of Program Administrator and Fiscal Officer *Required  Michael Aparicio - Founder CEO Program Head - Resume.pdf  Paul Falewicz - Revby Outsourced CEO - Resume.pdf

Organizational Budget *Required
Revby 2025 Organizational Operating Budget - CONFIDENTIAL.pdf
Organizational Chart (be concise and show your major administrative structure) *Required
Revby LLC Organization Chart.pdf
Most recent audit (Financial Statement if audit is not required) *Required
Revby LLC Financial Statement (most recent audited).pdf
Revby LLC - Letter of Explanation - F1 Audit Requirements.pdf
□ IRS 990
**No files uploaded

## **Submit**

Completed by michael@revby.co on 10/12/2025 5:01 PM

Address: 75 Arlington Street, Suite 500, Boston, MA

#### Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

I understand that for each type of activity undertaken, a sub recipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system of ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the National Objective being met, the characteristics and location of beneficiaries, the eligibility of the activity, the compliance with special program requirements, the allowable of the costs, and the status of the case/project.

Case Id:

Name:

31275

Revby LLC - 2025

I understand that a Subrecipient must also devote attention to implementing an efficient method for compiling cumulative data on its activities for inclusion in periodic reports required by the grantee. The Subrecipient should develop logs for recording and totaling programmatic data (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due

I understand that records are to be retained for 3 years from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 3-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 3-year period, whichever is longer.

I certify that no federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

I certify that I have been authorized by the applicant's governing body to submit this application and that the information contained herein is true and correct to the best of my knowledge.

#### **Authorized Person Name**

Michael Aparicio

#### **Title**

Founder and CEO

Printed By: Linzi Washtock on 10/16/2025



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## Signature

Michael Aparicio

Electronically signed by michael@revby.co on 10/12/2025 4:57 PM

## Telephone

(617) 553-4343





Staff Recommendation

## 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 R	Responsible for Legislation
Requestor of Legis	lation
Location, if applical	ble
Summary/Purpose	
Background	
Fiscal Impact	



## City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

## **Text File**

**File Number: 25-1277** 

Agenda Date: Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: General Item

Agenda Number: 6.





karunahousing.org •

608-360-6430 •

To: City of La Crosse Planning Department

October 3, 2025

Dear Andrea and Mara,

Karuna Inc. is formally requesting an amendment to the budget for our use of the ARPA funds granted to us in November 2025. Our original plan was to use a portion of the funding to support current operations of the pilot project and the rest to help purchase and renovate additional buildings to make additional specialized housing units available for the La Crosse Community. Due to unforeseen, but positive, changes in our plans, we have reconsidered our timeline and use of the funds.

Our ultimate goal is to add a total of 40 specialized housing units in La Crosse to serve people with the highest barriers to maintaining their own stable housing. As of today, we have 11 units and our original goal was for the ARPA funds to directly support an additional 10-14 units. With this new plan, we believe we can increase that to 8 new units this year and 8-10 units in 2026.

#### **ACCELERATED TIMELINE**

Our original timeline was as follows:

- Complete revision of original business plan by end of December 2024
- Secure all financial support necessary for purchase and renovation of first building by end of December 2025
- Complete first building purchase by June 2026
- Complete all necessary renovations by end of December 2026
- New resident move-in January 2027

We have been able to speed up this plan by entering a land contract with a local property owner to purchase our first additional building. We have a signed agreement to purchase and will close on 11/17, taking possession immediately after closing. This will add 8 new units before the end of 2025 – a full year ahead of our original schedule.

Our plan is to use the excitement and momentum from this first expansion to raise the funds, through a large grant request from the Franciscan Sisters of Perpetual Adoration and through our own fundraising efforts, including our 2nd Annual Home for the Holidays gala this December 13th, to complete the purchase of the first new building as well as help to purchase a second building in 2026.

We need more funding for our current operating expenses as well as the expenses of opening the new building this year to make this plan work.

#### **NEW BUDGET**

### ARPA BUDGET AMENDMENT REQUEST

### **Original Budget**

Acquisition & Renovations	\$ 200,000.00	
Operating Costs	\$ 100,000.00	
	\$ 300,000.00	
Requested Amendment		
Already expended - Prev. Allocated		
Operating Costs	\$ 100,000.00	
Acquisition & Renovations - Copeland	\$ 100,000.00	
Additional Operating Costs 2025/2026	\$ 75,000.00	
Acquisition & Renovations for 2nd Bldg.		
by End of 2026	\$ 25,000.00	
	\$ 300,000.00	

For the purchase of the Copeland Ave property, we are submitting a request for \$10,000 now for earnest money and will be submitting a request in November for \$40,000 to complete our first down payment. In January 2026, we have agreed to put another \$50,000 down on the Copeland Property.

Because we had not intended to operate a 2<sup>nd</sup> building until the end of 2026, we will have increased operating expenses this year and next that we were unprepared for. We have already been increasing our staff, including recruiting a new full-time Program Director, and preparing for the new units. We would like to use an additional \$75,000 of the ARPA funds to help cover current operations expenses as well as those of the new property on Copeland as we work to secure the necessary funding to continue operations.

Spenser Nickelatti, the property owner at Copeland Ave, has stated he would like to work with us on a second building as well. Additionally, we have had another property owner reach out to express interest. Our intent would be to use the remaining \$25,000 of ARPA funds to put towards the acquisition and renovations of an additional building in 2026. If these plans should fail, we would use the remaining \$25,000 as further payment on the Copeland Ave property, ensuring all the funds are used by the deadline of December 2026.

#### PLANS FOR SUSTAINABILITY

Our plans for sustainability remain roughly the same as those outlined in our original grant proposal including applying to become a Medicaid vendor for housing support services and

seeking to project-base a number of Housing Choice Vouchers in partnership with the City of la Crosse Housing Authority. We were unable to obtain any revenue from either of these sources in 2025. The new Medicaid waiver did not allow any current residents to be "grandfathered" into the program. Our plan is to complete our Medicaid application in hopes of enrolling all the new residents with the Copeland Ave property so that housing support services can be reimbursed through the program. Additionally, because we do not own the Grove St property, we were unable to begin advocating with the housing authority to obtain some project-based vouchers. Our plan is to approach the housing authority in January 2026.

In addition to increasing revenue, we are working to decrease costs. After two years of pilot operation, we are able to make adjustments to staffing, our single largest cost, while still maintaining a 24hr presence and quality support at both properties. The new Copeland property will have live-in staff, already hired and training, with some additional paid support to provide time off. We will pilot this through June 2026 and plan to implement live-in staff at the Grove St location as well after that. There will always be a Karuna staff person on duty at each building 24hrs/day. We do also have an on-call/back-up staff schedule.

We are continuing to research and work on several ideas for a social enterprise project that would not only provide an employment and job training opportunity for our residents but also some revenue for the project. We have applied for HAP grant funding this year and will continue to apply for renewable state and federal grant resources.

We greatly appreciate all the support from the City of La Crosse so far! Your investment in our project helped us secure new grants from the La Crosse Area Community Foundation and Great Rivers United Way in addition to the previous grants we had received from Emplify Health, Mayo Clinic Health System, the Franciscan Sisters of Perpetual Adoration, and more. We are excited to see where the future takes us and hope you will approve this new amendment to continue to provide the support, we need to get there!

Yours in partnership,

Julia McDermid

Julie McDermid, Executive Director

juliem@karunahousing.org

608-799-2880

**THIS AGREEMENT** made and entered into this 12 day of December 2024, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation hereinafter referred to as "City" and Karuna Inc. a Wisconsin nonprofit 501(c)3 corporation hereinafter referred to as the "Organization" or "Subrecipient".

## WITNESSETH.

WHEREAS, the U.S. Department of Treasury is the federal agency that administers ARPA funding and has provided funding to City of La Crosse through the State and Local Fiscal Recovery ("SLFRF") program as created by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. 117-2) consisting of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") to help offset the hardships caused by the COVID-19 emergency, which allows for the support of housing insecurity (hereinafter, collectively, called "ARPA Funding"), conditional on the City complying with its rules and regulations;

**WHEREAS**, Subrecipient is a registered 501(c)3 that provides services and housing to individuals within the city,

**WHEREAS**, Subrecipient continues to offer such housing services, and wishes to enhance those services with new housing opportunities in the City (the "Services"); and,

**WHEREAS**, the City wishes to encourage provision of Services by providing ARPA funding and other support to create additional Services related to housing capacity in the City.

## NOW, THEREFORE, IT IS AGREED THAT:

## **Statement of Work and Obligations**

The City will grant Subrecipient a sum of up to \$300,000.00 ARPA Funding to address homelessness in the City by adding specialized bridge housing units.

The Subrecipient will utilize a referral and intake process subject to the approval of the City. Referrals will come through the Pathways to Housing list, as managed by the Homeless Services Coordinator.

## a) Scope of Services:

The Services performed shall consist of:

- Providing Co-living style units funded on a sliding fee scale;
- Providing 24-hour on site, peer based supportive services onsite including care coordination with other community service providers; and
- Community connection, integration, and engagement through planned recreational activities and required community service.

**b) Performance Goals**: Subrecipient is expected to have met the performance goals stated below by the end of the agreement.

Housing Units
40 additional housing units added

Accordingly, a final report should be submitted no later than 30 days after the grant period.

Quarterly reports will provide all information necessary to determine that Performance Goals are being accomplished, in the opinion and discretion of the City Community Development Manager. Quarterly reports should also include justification satisfactory to the City for lack of progress or delays in accomplishing the scope of services above.

Subrecipient will give a presentation or written report to Common Council regarding the Services and Performance Goals on or before May 31, 2026.

- c) **Financial Requirements:** The subrecipient shall, to the satisfaction of the City in its sole discretion:
  - a. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and property acquired or improved with ARPA funds that complies with all applicable laws and guidelines, and make sure the ARPA Funding are used solely for authorized purposes.
  - b. Register with Sam.gov and Neighborly software, and renew as required.
  - c. Ensure that all costs are supported by properly executed payrolls, time records, invoices, vouchers, and other official documentation, as evidence of the nature and propriety of the costs. All accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible to the City.
  - d. Karuna Inc. shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Karuna Inc.'s accounting records.
  - e. Inform the City concerning any funds allocated to Karuna Inc., that Karuna Inc. anticipates will not be expended during the term of this agreement and permit the reassignment of the same by the City to other Subrecipients.
  - f. Submit to an external audit from time to time as required but the City and/or ARPA regulations, guidelines, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and all applicable law.

## d) Timeline

Starting Date: January 1, 2025

Completion Date: December 31, 2026

Grant Period	Report Deadline
January - March 2025	April 15, 2025
April – June 2025	July 15, 2025
July – September 2025	October 15, 2025
October – December 2025	January 15, 2026
January - March 2026	April 15, 2026
April – June 2026	July 15, 2026
July - September 2026	October 15, 2026
October – December 2026	January 15, 2027

## **Budget**

The Organization shall follow the below budget:

Item Id	Category	Funding	Amount	Remaining
562	Cost of Acquisition/Rehabilitation	ARPA 2023	\$200,000.00	\$200,000.00
561	Operational Costs	ARPA 2023	\$100,000.00	\$100,000.00
Totals			\$300,000.00	\$300,000.00

The City will be notified of any expected deviations from the budget. Budget allocations may be adjusted within 10%, without requiring a budget amendment, with approval from the City.

## **Payments**

Drawdowns for the payment of eligible expenses shall be made against the budget categories specified above and in accordance with Performance Goals. Disbursements will be only made quarterly with the same deadlines as the quarterly report schedule listed above.

The City of La Crosse shall evaluate and if appropriate, plan to disburse monies to Karuna Inc. upon submission of a draw request and an appropriate quarterly report to the City through Neighborly software. Allowable disbursements are those necessary and proper for costs identified by this agreement, unless any or all costs are disallowed by the City of La Crosse or the U.S. Treasury. All costs must be incurred within the above timetable.

Karuna Inc. shall submit its drawdown requests via Neighborly and keep all evidence of the nature and propriety of the associated costs on file. The Organization is a "subrecipient" of ARPA Funding and should only expend funds budgeted for in this agreement. The subrecipient shall submit evidence to the City of properly executed payrolls, time records, invoices, vouchers, or other official documentation for each drawdown request via Neighborly, in accord with City directives and policies

from time to time. When submitting a draw request, a quarterly report shall be submitted through Neighborly or Subrecipient will not receive payment.

The City reserves the right to withhold ten percent (10%) of the total award until all deliverables specified in Performance Goals are met, as determined by the City of La Crosse Community Development Manager. Upon verification and acceptance of the deliverables, funds shall be released within 30 days.

Karuna Inc. will be expected to expend \$300,000.00 by December 31<sup>st</sup>,2026 and then promptly return any funds not properly used to the City.

## Records and Reporting

Use of funds is intended to prioritize individuals on the Pathways to Housing list. Subrecipient is required to provide and continuously update data for the Pathways to Housing List. The data will be handled with confidentiality and in accordance with applicable privacy laws.

Subrecipient shall provide quarterly and annual project and expenditure reports as outlined in the Treasury's SLFRF Compliance and Reporting Guidance. Subrecipient shall submit quarterly reports for the preceding quarter within fifteen (15) calendar days following each quarter and a final report within fifteen (15) days following completion. Upon request, Subrecipient shall provide additional reports and information relating to Subrecipient's receipt, maintenance and expenditure of the Subaward. Subrecipient's failure to provide either the required financial and performance reports or any additional reports or information requested may result in: (a) withholding, delaying or denying payment of the Subaward; or (b) the termination of this Agreement at the discretion of the City.

City shall monitor Subrecipient's performance to ensure that the Subaward is used solely for purposes authorized and in compliance with (i) federal statutes and regulations; (ii) the terms and conditions of this Agreement; and (iii) the achievement of the Subaward performance goals listed in Attachment A as required by 2 C.F.R. § 200.332 (d). City shall monitor Subrecipient's performance and shall identify any issues associated therewith. In the City identifies deficiencies in the monitoring of Subrecipient's performance, City may: (a) terminate this Agreement as provided herein or (b) require Subrecipient to take corrective action to eliminate such performance deficiencies as determined by City.

In addition to program performance, City shall monitor Subrecipient's financial performance as required by 2 C.F.R. § 200.332(d)(1)). Monitoring shall: (a) document allowable and unallowable costs, (b) time and travel and (c) address findings identified in document reviews or audits during prior monitoring visits to ensure proper corrective action has been taken by Subrecipient. 2 C.F.R. § 200.332(d)(2)."

### **Administrative Requirements**

A. Subrecipient understands this Agreement is for an ARPA Act Subaward from City under CFDA No. 21.027 and, as such:

Page 4 | 14

- a. Subaward funds may only be expended for eligible uses under and in full compliance with Section 603(b) of the Social Security Act (the Act), as amended by Section 9901 of the ARPA Act and in accordance with US Treasury Coronavirus State and Local Fiscal Recovery Fund rules and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds as may be amended and supplemented.
- b. Subaward funds may only be used for costs applicable to this Agreement which are included in the approved budget. Subaward funds may not be used for general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project.
- c. Subrecipient may provide an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government. If no such rate exists, a *de minimis* indirect cost rate (10%) as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (f), may be used.
- B. In addition to other audit requirements set forth in this Agreement, Subrecipients who are not required to obtain a single or program-specific audit that meets the requirements of 2 CFR 200.500-507 or do not have audited financial statements prepared, are required at a minimum to have a reviewed financial statement prepared annually by an independent Certified Public Accountant (CPA). Audits and/or reviewed financial statements must be submitted to the City within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.
- C. Amendment: This Agreement may be modified only by a written amendment signed by all parties hereto.
- D. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. It is understood and agreed that Karuna Inc., nor any of its employees, volunteers, contractor or anyone otherwise working on this project shall be considered an employee of the City.
- E. It is understood and agreed that Subrecipient, nor any of its employees, volunteers, contractor or anyone otherwise working on this project shall not be considered an employee of the City.
- F. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- G. Subrecipient certifies by entering into this Agreement that it is, nor a principal of Courage is, not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into grant by any federal or any department, agency or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary

- management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations.
- H. Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Courage shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City of La Crosse to terminate its contractual relationship with the subcontractor for work to be performed under this agreement.
- I. Duplication of Funding: Subrecipient shall not submit City of La Crosse funding requests that have been or are intended to be claimed as expenses of another Federal, State, or other agreement in which funding has been provided.

IN WITNESS WHEREOF, Subrecipient and City have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Mitch Reynolds, Mayor

Julia McDermid

Julie McDermid Member

Nikki Elsen, City Clerk

Sondra Craig

Kara Burgos, Board of Directors Chair

Kara Burgos

#### Attachment A

## City of La Crosse Standard Contract Terms and Conditions

- 1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
- 2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services.
- 3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.
- 4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
- 5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to,
- or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have

- not been agreed upon in advance and documented in writing.
- Contracting Partv COMPENSATION. compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.
- 7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
- 8. TERMINATION FOR CAUSE.If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers. the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La

Page 8 | 14

Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

- 9. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
- 10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this
- 11. Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.
- 12. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
- 13. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.. 14. INSURANCE. Unless otherwise specified in this
- Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
- 15. Worker's Compensation and Employers Liability Insurance. Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin.

Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

16. Commercial General Liability and Automobile Liability Insurance. Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

17. i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:

18. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

19. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

20. ii. Contracting Party shall maintain limits no less than the following:

21. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property

damage.

22. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

23. Umbrella Liability. Five million dollars (\$3,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

24. Professional Liability Insurance. When

Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

- 25. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 26. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or

volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.

27. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

28. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.

29. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

30. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

31. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.

32. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

33. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

34. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by La Crosse.

35. Evidences of Insurance. Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

36. Sub-Contractor. In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

37. Amendments. La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

38. 14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional

39. liability claims. The aforesaid indemnity and hold harmless

40. agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

- 41. Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.
- 42. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.
- 43. This indemnity provision shall survive the termination or expiration of this Agreement.
- 44. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.
- 45. Intentionally omitted.
- 46. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
- 47. 18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the

laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

48. 19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

49. 20. NOTIFICATION. Parties shall:

- 50. As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.
- 51. Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.
- 52. If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

53. 21. SEVERABILITY. The provisions of this Agreement are

- 54. severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 55. 22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and

permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

56. request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

57. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

58. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

59. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

60. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

61. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

## 62. GOVERNMENTAL APPROVALS. Contracting Party

acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

63. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

64. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

65. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or

schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

66. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

67. notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

68. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

69. To the City: Attn. City Clerk Copy to: Attn. City Attorney

70. City of La Crosse City of La Crosse

71. 400 La Crosse Street 400 La Crosse Street

72. La Crosse, WI 54601 La Crosse, WI 54601

73. Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

74. Intentionally omitted.

75. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

76. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as

defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

77. notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

78. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

79. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

80. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

81. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a

default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industrywide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

82. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

83. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

- 84. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
- 85. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.
- 86. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
- 87. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.



Staff Recommendation

# 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 R	Responsible for Legislation
Requestor of Legis	slation
, ,	
Location, if applical	ble
Summary/Purpose	
Background	
-	
Fiscal Impact	





#### **GRANT AMENDMENT**

**THIS AMNEDMENT** made and entered into this \_\_\_ day of xxxxx, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation hereinafter referred to as "City" and Karuna Inc. a Wisconsin nonstock 501(c)3 corporation hereinafter referred to as the "Organization" or "Subrecipient".

WHEREAS, the parties entered into a Grant Agreement dated December 12, 2024;

**WHEREAS**, the Grantor and the Grantee wish to amend the Original Agreement to amend the budgets identified in the grant agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. Amendment to Budget Allocation

The budgeted grant allocations provided under the Original Agreement is hereby amended to the following:

Category	Amount
Cost of Acquisition/Rehabilitation	\$125,000
Operational Costs	\$175,000

### 2. Use of Funds

The funds shall be used solely for the purposes outlined in the Original Agreement, including but not limited to adding specialized bridge housing units.

## 3. Payment Schedule

The funds will be disbursed in accordance with the payment terms specified in the Original Agreement or as otherwise agreed upon by the parties.

#### 4. No Other Changes

Except as specifically amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

#### 5. Entire Agreement

This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior discussions or agreements regarding this amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written.



## ARPA 2023-31072

IN WITNESS WHEREOF, Subrecipient and City have executed this Agreement as dated below in tw counterparts, each of which shall be deemed an original.			
Shaundel Washington-Spivey, Mayor	Julie McDermid, Member		
Nikki Elsen, City Clerk	Kara Burgos, Board of Directors Chair		



## City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

## **Text File**

**File Number: 25-1279** 

Agenda Date: Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: Resolution

Agenda Number: 7.

## City of La Crosse Housing Renovation Program Agreement

THIS AGREEMENT is made and entered into this 28th day of November, 2018, by and between CHRISTOPHER J WOODARD AND KIERA JANE WOODARD (hereinafter referred to as "Owner"), and the City of La Crosse, a municipal corporation, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 (hereinafter referred to as "City").

WHEREAS, November 13, 2018, the City, pursuant to the provisions of the City of La Crosse Housing Renovation Program, agreed to provide to Owner a Deferred Payment Loan, (hereinafter referred to as "Deferred Payment Loan") relating to the real estate hereinafter described:

The North 40 feet of the East 71 feet of the West 170 feet of Lot 1 in Block 19 of Stoddard and Levy's Addition to the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin

513 Ferry Street, La Crosse, WI 54601

in the amount of Thirty Four Thousand Two Hundred Eighty Two Dollars and 00/100 (\$34,282.00)

## 1720675

LACROSSE COUNTY REGISTER OF DEEDS CHERYL A. MCBRIDE

RECORDED ON

12/28/2018 01:30PH

REC FEE: 30.00 EXEMPT #:

PAGES: 2

1114

Return to and Drafted by:

Housing Rehabilitation Department City Hall 400 La Crosse St. La Crosse, WI 54601

....

Parcel No.: 17-30117-120

NOW, THEREFORE, in consideration of the said Deferred Payment Loan and in accordance with the provisions of the City of La Crosse Housing Renovation Program, the parties do hereby agree as follows:

- 1. This Agreement shall become effective as of the date of signing this document by the Owner ("Closing Date"). Unless sooner terminated or amended in accordance with the terms hereof, this Agreement shall continue in full force and effect until the tenth anniversary of the Closing Date.
- 2. Owner covenants and agrees to repay the Deferred Payment Loan and 1% simple interest per year. This amount will be payable and due in full on the tenth anniversary of the Closing Date. When the loan is due or paid in full, ten percent (10%) of the principal loan amount will be forgiven (\$3,428.20). This Agreement is given as a security interest or lien for the City granting funds to Owner for the above described real estate.
- 3. Owner covenants and further agrees that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily either while the Owner is living or by reason of the death of the Owner, or if the real estate ceases for any reason to be the Owner's principal place of residence, the Owner will repay the full amount of the Deferred Payment Loan and 1% simple interest per year on the balance from the Closing Date. If this event occurs, 10% of the principal will be forgiven at the time of repayment.

Any such repayment shall be made to City not later than the 30<sup>th</sup> day following such sale, transfer or other conveyance, or following the date upon which the real estate ceases to be the Owner's principal place of residence, or on such later date as City, in its sole discretion, may designate.

- 4. The above-described property shall remain and be used only as an owner-occupied, single-family dwelling for 10 years. Upon the sale, transfer, or other conveyance of the real estate during the term of this Agreement, the Owner must sell the property to a qualified buyer approved by the City. Failure to comply with this provision, the Owner will be liable for immediate repayment of the outstanding loan, principal plus interest, and a \$10,000 penalty.
- 5. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and City shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees of collecting the same. The real estate subject to said lien is situated in La Crosse County, Wisconsin, and is legally described as: Same as described above.
- 6. Owner or his/her heirs, executors, or representatives shall promptly notify City, in writing of any sale, transfer or other conveyance of the above described real estate or promptly after the date upon which said real estate.

ceases to be Owner's principal place of residence (or, in the event of a sale by contract for deed; at least ten (10 days) prior to such date of sale).

- 7. In the event Owner or his/her executors, or representatives shall fail or refuse to make a required payment within said limited period, City may, with or without notice to Owner, collect such amounts due in a suit at law or foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate.
- 8. Owner agrees to pay, before they become delinquent, all taxes and assessments which may be levied or assessed against the property herein described. Owner agrees to deliver to City, upon demand, a receipt showing due payment of any taxes or assessment.
- 9. Owner shall submit evidence that a property insurance policy of the proper type and amount of coverage to protect the City's loan participation has been obtained. Owner shall list the City as a mortgagee on the policy. Owner agrees to maintain such coverage during the term of the Loan and to submit annually to the City insurance certificates or policies that indicate insurance requirements are met and that premiums are fully
- 10. Owner agrees to keep the property in good condition and repair so as not to have a blighting influence upon the neighborhood. Owner agrees not to do anything to diminish or impair the value of the property.
- 11. Owner agrees to make timely payments of all loans, including interest, securing the property so as not to compromise the interests of the City of La Crosse in the property.
- 12. In the event that any tax or assessment remains unpaid after it becomes due, or if Owner fails to keep the property insured or fails to pay the premiums when due, or if Owner fails to keep the property in good condition and repair, the City may (1) collect such amounts due in a suit at law or foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, and/or (2) on its part, cure such defaults (by paying to have them corrected). Owner agrees to immediately repay the City all sums paid to cure such defaults. If Owner fails to repay the City, these expenditures may be added to and be deemed part of the debt secured by this mortgagee, and bear interest at the rate of 24% per annum and form a lien on the property.
- 13. Under any collection or foreclosure proceeding, all collection and foreclosure expenses, including reasonable attorneys' fees will also be added to the amount of the Deferred Payment Loan and become due as incurred, and in case of judgment, will be included therein.
- 14. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first above written. **Christopher J Woodard** 

STATE OF WISCONSIN COUNTY OF LA CROSSE

Personally came before me this 28th day of November, 2018, the above named CHRISTOPHER J WOODARD AND KEIRA JANE WOODARD, to me known to be the person(s) who executed the foregoing instrument and

acknewledged the same as a free act and deed.

Notary Public, La Crosse County, Wisconsin My Commission expires: パーパー入り

LaCrosse County 1720675' Page

## Keyes, Mara

From: Chris Woodard <chris.woodard715@gmail.com>

Sent: Tuesday, October 14, 2025 9:44 AM

**To:** Keyes, Mara **Subject:** Letter to ECDC

**Attachments:** IMG\_20251014\_094057.jpg; IMG\_20251014\_094100.jpg

\*\*\* 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. \*\*\*

Dear Economic and Community Development Commission,

I am writing to kindly request an increase in the percentage of loan forgiveness when paid in full through your Housing Rehabilitation Program. With this increase in forgiveness, it would significantly help in keeping our home in an affordable sale price range. By reducing this financial burden, I hope my residence will create opportunities for another family to move in and make a meaningful impact, just as I have. The request in forgiveness I'm requesting is 35 percent of the loan when paid in full. I would add with these renovations that were made our family qualified for a scholarship through La Crosse Promise and that scholarship could be transferred to a qualified family! Thank you for considering this change to support the growth and stability of our community.

Thank you,

**Chris Woodard** 

513 Ferry Street

La Crosse, WI 54601







Staff Recommendation

# 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 Legis	slation
Location, if applicable	
Summary/Purpose	
Background	
Fiscal Impact	