



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Common Council

Thursday, December 21, 2023

3:35 PM

Council Chambers
City Hall, First Floor

Special Meeting per Sec. 2-34 La Crosse Municipal Code

This meeting is open for in-person attendance and will also be available through video conferencing. The meeting can be viewed only (no participation) by visiting the Legislative Information Center Meetings calendar (<https://cityoflacrosse.legistar.com/Calendar.aspx>) - find the scheduled meeting and click on the "In Progress" video link to the far right in the meeting list.

Mayor Mitch Reynolds, Presiding

Roll Call

Tamra Dickinson, Erin Goggin, Barb Janssen, Larry Sleznikow, Jenasea Hameister, Christine Kahlow, Mac Kiel, Mackenzie Mindel, Chris Woodard, Rebecca Schwarz, Jennifer Trost, Douglas Happel, Mark Neumann

Agenda Item:

[23-1463](#)

Application of 5D Insight LLC dba Schmidty's for a Combination "Class B" Beer and Liquor license at 3119 State Road for the remainder of the 2023-2024 license period.

[23-1301](#)

Resolution approving application of Kwik Trip Inc. for a Conditional Use Permit at 2622 Rose St., allowing for demolition of structure for future development with a portion to be used for employee parking.

Adjournment

NOTICE TO PERSONS WITH A DISABILITY

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1463

Agenda Date: 12/21/2023

Version: 1

Status: New Business

In Control: Judiciary & Administration Committee

File Type: Application

Agenda Number:

to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Save

Print

Clear

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 01/02/2024 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } La Crosse
 Village of }
 City of }

County of La Crosse Aldermanic Dist. No. _____
(if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1029667197-02</u>	
FEIN Number <u>81-4459902</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>50.04</u>
<input type="checkbox"/> Class C wine	\$ <u>250.02</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>20.00</u>
TOTAL FEE	\$ <u>320.06</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
5d Insight LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Hesse</u>	(First) <u>Timothy</u>	(Middle Name) <u>Sean</u>	Home Address (Street, City or Post Office, & Zip Code) <u>N2740 Garbers Rd, La Crosse, WI 54601</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Hesse</u>	(First) <u>Tim</u>	(Middle Name) <u>Sean</u>	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Schmidty's Business Phone Number 608-317-4204
2. Address of Premises 3119 State Rd, La Crosse, WI Post Office & Zip Code 54601

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Restaurant and bar with a dining room, full bar, and a side party room.
There is an outdoor patio area in the back
Beisde storage during service at the bar. There is a basement cage for
alcohol and beer cooler for tap beer
See next page

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Schmidty's

Sales and Service Area: Entire first floor of two-story frame building.

Storage Area: Behind bar and in basement cage for alcohol and beer cooler for tap beer.

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

5d Insight is the parent company for Digger's Sting, Who's on Third, and Eagles Nest

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain Yes No

9. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain Yes No

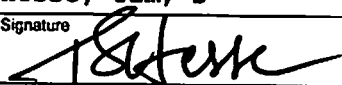
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. Yes No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Hesse, Tim, S	Title/Member Owner	Date 12/05/20
Signature 	Phone Number 608-317-4204	Email Address tim@eaglesnestlacrosse.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of La Crosse County of La Crosse
 City

The undersigned duly authorized officer/member/manager of 5d Insight LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Schmidty's
(Trade Name)

located at 3119 State Rd, La Crosse, WI 54601

appoints Timothy Hesse
(Name of Appointed Agent)
N2740 Garbers Rd, La Crosse, WI 54601
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
same 5d Insight LLC dba Digger's Sting dba Eagles Nest dba Who's on Third

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 52 years

Place of residence last year N2740 Garbers Rd La Crosse WI 54601

For: 5D Insight
(Name of Corporation / Organization / Limited Liability Company)
By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, TIM HESSE
(Print / Type Agent's Name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 12/5/23 Agent's age 52
(Signature of Agent) (Date)
N2740 GARBERS Rd Date of birth [Redacted]
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: SCHMIDTY'S II INC.
Premises Address: 3119 State RD. LACROSSE WI 54601
Trade Name: SCHMIDTY'S

This is to advise that the undersigned is surrendering the following license(s)
Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor (circle which apply)
Wholesale Beer
"Class C" Wine

to: 5d Insight LLC
(Insert Legal/Real Name of Proposed Licensee and Trade Name)

and understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant
Tim Hesse
President, Member, Partner, Individual

Current Licensee
Robert Schmidt
President, Member, Partner, Individual

Secretary, Member, Partner

Carol Schmidt
Secretary, Member, Partner

State of Wisconsin)
) ss.
County of La Crosse)

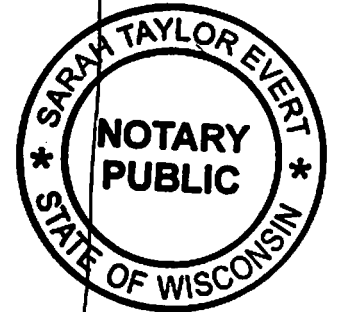
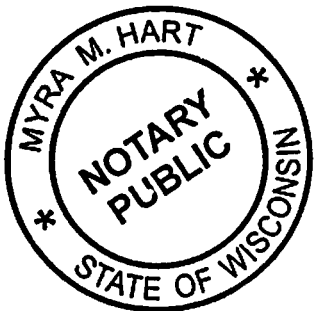
On the 5 day of December, 2023, personally came before me Robert Schmidt, Carol Schmidt, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the Current Licensee and acknowledged that s/he executed the foregoing document.

Sarah Taylor Evert
Notary Public
LaCrosse County, Wisconsin
My Commission expires: 10/22/27

State of Wisconsin)
) ss.
County of La Crosse)

On the 5 day of Dec, 2023, personally came before me Tim Hesse, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and acknowledged that s/he executed the foregoing document.

Myra M Hart
Notary Public
LaCrosse County, Wisconsin
My Commission expires: 7-9-27



SURRENDER OF LICENSE

Part II

12-5-2023

Date

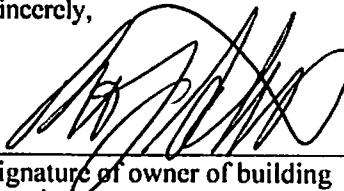
City Clerk
400 La Crosse St.
La Crosse, WI 54601

This is to notify you that I am the owner of the building located at
3119 State Rd., La Crosse, Wisconsin.

~~I have entered into a lease for the above property effective _____ with _____.~~
~~(Strike sentence if not applicable.)~~

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

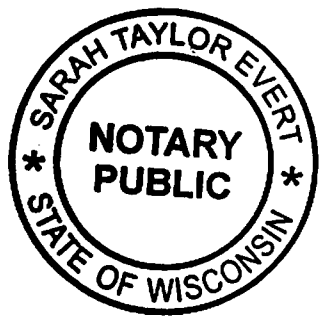

Signature of owner of building

Carol G. Schmidt

Printed name of owner: Carol Schmidt
Robert Schmidt

Home address of owner: N2232 Willow Way LaCrosse, WI 54601

Daytime phone number of owner: 608-769-0670



12/5/23
La Crosse County
Exp. 10/22/27
For Robert and
Carol Schmidt



CITY CLERK'S OFFICE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-7510
cityclerk@cityoflacrosse.org
www.cityoflacrosse.org

December 8, 2023

TIM HESSE
5D INSIGHT LLC
N2740 GARBERS RD
LA CROSSE WI 54601

Dear Tim,

Our office is in receipt of your application for a Combination "Class B" Beer & Liquor license at 3119 State Road for the 2023-2024 license period.

Said application will be considered at the following meetings:

Judiciary & Administration Committee

**Thursday, December 21, 2023 at 3:30 p.m.
Council Chambers of City Hall, 400 La Crosse St.**

Common Council

**Thursday, December 21, 2023 at 3:35 p.m.
Council Chambers of City Hall, 400 La Crosse St.**

We recommend someone attend the J&A meetings where public hearing is allowed; there may be questions or comments from a committee or council member or another citizen. Public hearing is not allowed at the Council meeting; although, you are welcome to attend.

Attendance is allowed either in person or virtually. I emailed you the agendas and the link to participate. If you have any questions, comments, or concerns; do not hesitate to contact me.

Sincerely,

Sondra Craig
Deputy Clerk
craigs@cityoflacrosse.org
608-789-7549

Craig, Sondra

From: Craig, Sondra
Sent: Friday, December 8, 2023 12:43 PM
To: tim@eaglesnestlacrosse.com
Subject: FW: Special meetings 12/21/23 - J&A and Council re alcohol license transfer for Schmidty's

Special Meetings re alcohol license transfer for Schmidty's Restaurant

Thursday, December 21, 2023

Council Chambers – City Hall, 400 La Crosse Street

Judiciary & Administration Committee – 3:30p

Agenda: <https://cityoflacrosse.legistar.com/View.ashx?M=A&ID=1145709&GUID=3CD5EBC4-422D-43C0-BAA6-32EB4241D958>

Common Council – 3:35p

Agenda: <https://cityoflacrosse.legistar.com/View.ashx?M=A&ID=1145710&GUID=A2E5C906-8CB9-466A-9056-DB5B3419222E>

Remote Participation Link

<https://us06web.zoom.us/j/86705032706?pwd=RFVWMjE2VINVZHozN0duM2g2dE02Zz09>

Passcode: CC2023

Call In (audio only): +13126266799, Meeting ID: 86705032706

Sondra Craig (she/her)

Deputy Clerk - City of La Crosse

400 La Crosse Street

La Crosse WI 54601

608-789-7549

craigs@cityoflacrosse.org

Elected Officials and Members of Official Committees:

In order to comply with open meeting requirements, please limit any reply to only the sender of this electronic communication.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1301

Agenda Date: 12/21/2023

Version: 1

Status: Recommended to be
Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

**AGREEMENT CONCERNING PAYMENT
FOR MUNICIPAL SERVICES**

(2622 Rose Street)

This Agreement is entered into as of the ____th day of December, 2023, (the "Agreement"), by and between the **City of La Crosse**, a Wisconsin municipal corporation (the "**City**"), and **Kwik Trip, Inc.** (the "**Owner**").

THIS SPACE RESERVED FOR RECORDING DATA

RECITALS

A. Owner currently owns real property (the "Property") in the City and pays property taxes to the City on the Property, more particularly described as:

See Attached Exhibit B.

B. Owner intends to repurpose the property from its current use of vacant hotel building, demolish the existing building and build a new Kwik Trip convenience store/fueling station and car wash.

C. Owner is seeking a Conditional Use Permit in order to facilitate the Property's new use.

D. Owner obtained a Conditional Use Permit while representing to the Common Council and agreeing that, *inter alia*, (1) the Owner shall enter into an agreement concerning the payment for municipal services to the City; and (2) the Owner shall perform in accordance with the terms of said agreement.

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

1. **Representations and Warranties of Owner.** The recitals stated above are incorporated into this Agreement by reference as representations and warranties of Owner to the City. In addition, Owner represents and warrants to the City that Owner: (1) has taken all action necessary to enter into this Agreement and (2) will be the sole Owner of the Property, in fee simple.

2. **Municipal Services.** Based on Owner's use of the Property provided herein, the City shall provide public health, safety, fire and police protection, streets and street maintenance, snow removal, and other governmental services ("Municipal Services") with respect to the Property that are funded by property taxes.

3. **Tax Status of Property.** Except as otherwise provided by law, the Property shall be subject to property taxation and shall not be exempt from property taxation, in full or in part. Owner shall timely

RETURN TO:
Stephen F. Matty City Attorney, City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
P.I.N.
17-10355-20

provide, at no cost to the City, all information and access to books, records, documents, and other evidence reasonably requested by the City's assessor to determine whether the Property is exempt from property taxes and shall permit the City's assessor to have reasonable access to the Property for that purpose.

4. **Payment for Municipal Services.** If, after obtaining the Conditional Use Permit, the Owner of the Property fails to cause the improvement of the Property through any new or additional structure or improvements equal to or greater than the base year improvement or structure valuation, adjusted for inflation or increases in the annual property tax assessment, for any Valuation Year, the City shall send Owner, by United States mail, postage prepaid, an invoice for the amount due as a payment for municipal services provided by the City with respect to the Property ("Payment for Municipal Services"), calculated according to this section of the Agreement. The amount due shall be calculated by the City for each Valuation Year by the following method.

- a. The City shall determine the assessed value of improvements on the Property (the Base Year Valuation") by referencing the Property's tax bill corresponding to the calendar year during which the Conditional Use Permit was granted (the "Base Year"). If the Property, or portion thereof, is already tax exempt for the Base Year, then the City's assessor, or an appraiser chosen in the sole discretion of the City, shall determine the assessed value of improvements as if the Property, or portion thereof, was not tax exempt, which value shall be used to calculate the Base Year Valuation, or portion thereof.
- b. The City shall calculate the Adjusted Base Year Valuation of the Property by multiplying the Base Year Valuation by any factor of inflation or increase in the annual property tax assessment during and subsequent to the Base Year as determined by the City's assessor.
- c. For each Valuation Year, the City shall determine the Property's current assessed value of improvements (the "Assessed Value Improvements"), but excluding land, by referencing the Property's tax bill corresponding to the Valuation Year. If the Property, or portion thereof, is determined to be tax exempt, then the Assessed Value Improvements related to the Property, or portion thereof, shall be deemed to be zero (0). "Valuation Year" means each year subsequent to the Base Year, excluding the year immediately following the Base Year.
- d. For each Valuation Year, the City shall compare the Assessed Value Improvements to the Adjusted Base Year Valuation. If the Assessed Value Improvements as determined in sub. (c) is greater than or equal to the Adjusted Base Year Valuation, the Owner is not required to make any Payment for Municipal Services for that Valuation Year. If the Assessed Value Improvements determination in sub. (c) is less than the Adjusted Base Year Valuation, the Owner shall make a Payment for Municipal

Services to the City based upon the differential amount, if any, invoiced by the City to the Owner.

- e. The amount to be paid as the Payment for Municipal Services shall be calculated by taking the differential amount, if any, and multiplying it by the full property tax mill rate for all taxing jurisdictions as shown in the tax bills issued by the City on or about December of the Valuation Year.

Attached to this Agreement as **Exhibit A** are illustrative calculations by the method provided in this Agreement, using illustrative values of land and improvements some of which may be provided by Owner and other figures provided by the City. These values and figures are used solely for illustrating the method of calculation provided in this section and are not intended to indicate in any way what the actual calculation for any Valuation Year shall be. The amount of the Payment for Municipal Services for any Valuation Year, calculated as provided in this section, shall be binding on the parties.

5. **Terms of Payment.** The City shall send Owner an invoice for the Payment for Municipal Services due for each Valuation Year by the end of the Valuation Year or as soon thereafter as practical. The full amount of the Payment for Municipal Services shall be due on or before March 31 of the year after the Valuation Year. Each payment shall be deemed made when actually received by the City. Any payment made by check shall not be deemed made until the check has cleared all banks.

Any amount due that is not paid on time shall bear interest and penalty in the same manner and at the same rate as provided by law for unpaid property taxes. The Payment for Municipal Services shall constitute payment for all Municipal Services provided with respect to the Property during the Valuation Year, except Municipal Services requested by Owner that would not ordinarily be provided by the City.

The City and Owner acknowledges and agree that the Payment for Municipal Services under this Agreement would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the City for the Municipal Services provided during the Valuation Year, except Municipal Services requested by Owner that would not ordinarily be provided by the City.

6. **Special Assessments and/or Special Charges.** Any Payment for Municipal Services that is not made when due shall entitle the City to levy a special assessment and/or special charge against the Property for the amount due, plus interest and penalty. Owner hereby consents to the levy of any such special assessment and/or special charge, and, pursuant to Wis. Stat. § 66.0703(7)(b) and/or Wis. Stat. § 66.0627, waives any right to notice of or any hearing on any such special assessment and/or special charge.

7. **Indemnification.** The non-prevailing party shall indemnify the prevailing party for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement.

8. **Remedies.** The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this Agreement. Remedies shall include, but are not limited to, special assessments under section 6 of this Agreement, indemnification under section 7 of this Agreement, and all remedies available at law or in equity. The Owner shall have all remedies available at law or in equity.

9. **Successors and Assigns.** This Agreement is binding on the successors and assigns of the parties, including, but not limited to, any subsequent Owners of the Property, any part of the Property, or any real property interest in the Property or any part of the Property. Owner shall provide not less than forty-five (45) days advance written notice of any intended transfer of Ownership, assignment, lease, or sublease. If at any time the Property has two (2) or more Owners, the Owners shall be jointly and severally liable for any Payment for Municipal Services due under this Agreement for any Valuation Year. For purposes of invoicing only, the City may, in its sole discretion, allocate the amount of the Payment for Municipal Services due among the Owners in proportion to the Assessed Value Improvements of their respective property interests as of January 1 of the Valuation Year, as determined by the City's assessor using the method of calculation described in section 4 of this Agreement. If the City makes such an allocation for purposes of invoicing only, then if any part of the Payment for Municipal Services is not timely paid, the City may, in its sole discretion, at any time or from time to time, send additional invoices to all the Owners for all or part of the amount due until the amount due is fully paid.

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

To City:	City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601
With a copy to:	City Planner City of La Crosse 400 La Crosse Street La Crosse, WI 54601
To Owners:	Kwik Trip, Inc. Attn: Legal Department 1626 Oak Street La Crosse WI 54601

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

11. **Term of Agreement.** The term of this Agreement shall begin on the date the Conditional Use Permit became effective (December 15, 2023) and shall continue for not less than twenty (20) Valuation Years unless otherwise terminated by mutual written agreement. The term of this Agreement shall be tolled for one (1) Valuation Year in the event a party is unable to perform due to an impossibility to perform, including, without limitation, fire, flood, storms, or other "act of God."

12. **Entire Agreement; Amendments.** This Agreement encompasses the entire agreement of the parties. Any amendment to this Agreement shall be made in writing, signed by both parties.

13. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement shall remain in effect.

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

15. **Governing Law.** This Agreement has been negotiated and signed in the State of Wisconsin and shall be governed, interpreted, and enforced in accordance with the laws of and the State of Wisconsin.

16. **Interpretation of Agreement; Venue.** The parties acknowledge that this Agreement is the product of joint negotiations. The parties acknowledge that If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the Circuit Court for La Crosse County, Wisconsin. Each party waives its right to challenge venue in La Crosse County.

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

- a. The parties shall attempt in good faith to resolve the dispute.
- b. If the parties cannot resolve the dispute after reasonable efforts, the dispute shall be submitted to mediation, at the request of either party. The mediator shall be agreed on by the parties or, if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either party. If the dispute, in whole or part, concerns the Assessed Value Improvements of the Property or the amount due of any payment for Municipal Services, the mediator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten (10) years experience in the valuation of commercial property, unless the parties agree otherwise in writing. If the dispute is wholly on some other issue or issues, the mediator shall be an attorney in La Crosse County, Wisconsin with at least ten (10) years experience.
- c. If the parties cannot resolve the dispute by mediation, after reasonable efforts, either party may demand arbitration conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the parties or, if they do not agree, by the Circuit Court for La Crosse County, on application of either party. If the dispute, in whole or part, concerns the Assessed Value

Improvements of the Property or the amount of any payment for Municipal Services due under this Agreement, the arbitrator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten (10) years experience in the valuation of commercial property, unless the parties agree otherwise in writing, and any demand for arbitration shall be made within sixty (60) days after mediation was deemed unsuccessful by the mediator. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration with respect to the Assessed Value Improvements of the Property and the amount of any payment for Municipal Services due under this Agreement. If the dispute is wholly on some other issue or issues, the arbitrator shall be an attorney in La Crosse County, Wisconsin with at least ten (10) years experience. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Owners and the City each waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial by the other party.

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

19. **Reading of Agreement.** Each person signing this Agreement on behalf of any Party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of the agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

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

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

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

CITY OF LA CROSSE

BY: _____
Mitch Reynolds, Mayor

BY: _____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
_____ day of _____, 2023.

Notary Public, State of WI
My Commission: _____



Subscribed and sworn to before me this
21st day of December, 2023.

Maranda Oliver

Notary Public, State of WISCONSIN
My Commission: 6-3-2026

KWIK TRIP, INC.

BY: Jeffrey D. Wrobel

Jeffrey D. Wrobel,
CFO & TREASURER

Exhibit A attached: Illustrative Calculations

Exhibit B attached: Legal Description

This instrument drafted by:
Legal Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Exhibit A ILLUSTRATIVE CALCULATION

Illustration A-1

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$10,000 for land and \$44,600 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2015 and constructed new improvements in October 2015. These improvements were assessed at \$50,000 by the City Assessor on January 1, 2016 and are reflected as the same on the December 4, 2016 tax bills.

Results:

- The Assessed Value Improvements are greater than or equal to the Adjusted Base Year Valuation for Valuation Years 2017-2026; accordingly, no Payment for Municipal Services is due.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-1 for further illustration.

**Exhibit A-1 -- Illustrative Calculations
Payment for Municipal Services**

	Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Valuation Years										
						Grace Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
					1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Tax Parcel ID No.																
Base Year Valuations and Adjusted Base Year Valuations																
	Land	10,000.00	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32	11,040.81	11,261.62	11,486.86	11,716.59	11,950.93	12,189.94	12,433.74		
	Improvements	44,600.00	45,492.00	46,401.84	47,329.88	48,276.47	49,242.00	50,226.84	51,231.38	52,256.01	53,301.13	54,367.15	55,454.49			
	Total	54,600.00	55,692.00	56,805.84	57,941.96	59,100.80	60,282.81	61,488.47	62,718.24	63,972.60	65,252.05	66,557.10	67,888.24			
Assessed Value Improvements																
	Land	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32	11,040.81	11,261.62	11,486.86	11,716.59	11,950.93	12,189.94	12,433.74			
	New Improvements	44,600.00	50,000.00	51,000.00	52,020.00	53,060.40	54,121.61	55,204.04	56,308.12	57,434.28	58,582.97	59,754.63	60,949.72			
	Total	54,600.00	60,200.00	61,404.00	62,632.08	63,884.72	65,162.42	66,465.66	67,794.98	69,150.88	70,533.89	71,944.57	73,383.46			
	Improvement Differential (if any)	0.00	0.00	(4,598.16)	(4,690.12)	(4,783.93)	(4,879.60)	(4,977.20)	(5,076.74)	(5,178.27)	(5,281.84)	(5,387.48)	(5,495.23)			
	Tax Rate	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028		
Payment for Municipal Services																
	Tax bill	12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026			
	Invoice Date		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Due Date		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
NOTES:																
1. Inflation factors in 2015 and subsequent years are used to determine the Adjusted Base Year Valuations.																
2. Payment for Municipal Services extends for not less than 20 valuation years.																

Illustration A-2

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$29,000 for land and \$113,500 for improvements on January 1, 2015 and the same is reflected on the December 4, 2015 tax bill. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2015 and constructed new improvements in October 2021. These improvements were assessed at \$150,000 by the City Assessor on January 1, 2022 and are reflected as the same on the December 4, 2022 tax bill.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuation for Valuation Years 2017-2021; accordingly a Payment for Municipal Services is invoiced at the end of each year and due on March 31 of the following year.
- The Assessed Value Improvements are greater than or equal to the Adjusted Base Year Valuation for Valuation Years 2022-2026; accordingly, no Payment for Municipal Services is due.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-2 for further illustration.

**Exhibit A-2 -- Illustrative Calculations
Payment for Municipal Services**

	Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Valuation Years										
						Grace Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Tax Parcel ID No.					1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Base Year Valuations and Adjusted Base Year Valuations																
Land		5/13/2015		2%	29,000.00	29,580.00	30,171.60	30,775.03	31,390.53	32,018.34	32,658.71	33,311.88	33,978.12	34,657.68	35,350.84	36,057.85
Improvements		5/19/2015			113,500.00	115,770.00	118,085.40	120,447.11	122,856.05	125,313.17	127,819.43	130,375.82	132,983.34	135,643.01	138,355.87	141,122.98
Total		1/1/2015			142,500.00	142,500.00	148,257.00	151,222.14	154,246.58	157,331.51	160,478.14	163,687.71	166,961.46	170,300.69	173,706.70	177,180.84
Assessed Value Improvements																
Land					29,000.00	29,580.00	30,171.60	30,775.03	31,390.53	32,018.34	32,658.71	33,311.88	33,978.12	34,657.68	35,350.84	36,057.85
New Improvements					0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	153,000.00	156,060.00	159,181.20	162,364.82
Total					142,500.00	29,580.00	30,171.60	30,775.03	31,390.53	32,018.34	32,658.71	183,311.88	186,978.12	190,717.68	194,532.04	198,422.68
Improvement Differential (if any)					0.00	115,770.00	118,085.40	120,447.11	122,856.05	125,313.17	127,819.43	(19,624.18)	(20,016.66)	(20,416.99)	(20,825.33)	(21,241.84)
Tax Rate					0.028	0.280	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028
Payment for Municipal Services					N/A	N/A	3,306.39	3,372.52	3,439.97	3,508.77	3,578.94	N/A	N/A	N/A	N/A	N/A
Tax bill					12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026
Invoice Date						N/A	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	N/A	N/A	N/A	N/A	N/A
Due Date						N/A	3/31/2018	3/31/2019	3/31/2020	3/31/2021	3/31/2022	N/A	N/A	N/A	N/A	N/A
NOTES:																
1.	Inflation factors in 2015 and subsequent years are used to determine the Adjusted Base Year Valuations.															
2.	Payment for Municipal Services extends for not less than 20 valuation years.															
3.	No payment due for Grace Year.															

Illustration A-3

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$26,800 for land and \$75,900 for improvements on January 1, 2015 and the same is reflected on the December 4, 2015 tax bill. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2015 and never constructed any new improvements. Moreover, the owner filed a tax exemption request with the City Assessor, which was approved commencing on January 1, 2024.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuation for Valuation Years 2017-2026; accordingly a Payment for Municipal Services is invoiced at the end of each tax year and due on March 31 of the following year.
- Land is still taxed for Valuation Years 2017-2023 and not used to calculate any Payment for Municipal Services.
- Land obtains a tax exemption commencing in 2024; accordingly, a tax bill on the land no longer occurs, but the Payment for Municipal Services still occurs.
- See Exhibit A-3 for further illustration.

**Exhibit A-3 -- Illustrative Calculations
Payment for Municipal Services**

Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Grace Year	Valuation Years												
						Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10			
5/13/2015	5/19/2015	1/1/2015	2%	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026			
Tax Parcel ID No.																		
Base Year Valuations and Adjusted Base Year Valuations																		
Land				26,800.00	27,336.00	27,882.72	28,440.37	29,009.18	29,589.37	30,181.15	30,784.78	31,400.47	32,028.48	32,669.05	33,322.43			
Improvements				75,900.00	77,418.00	78,966.36	80,545.69	82,156.60	83,799.73	85,475.73	87,185.24	88,928.95	90,707.53	92,521.68	94,372.11			
Total				102,700.00	104,754.00	106,849.08	108,986.06	111,165.78	113,389.10	115,656.88	117,970.02	120,329.42	122,736.01	125,190.73	127,694.54			
Assessed Value Improvements																		
Land				26,800.00	27,336.00	27,882.72	28,440.37	29,009.18	29,589.37	30,181.15	30,784.78	31,400.47	32,028.48	32,669.05	33,322.43			
New Improvements				75,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Total				102,700.00	27,336.00	27,882.72	28,440.37	29,009.18	29,589.37	30,181.15	30,784.78	31,400.47	32,028.48	32,669.05	33,322.43			
Improvement Differential (if any)				0.00	77,418.00	78,966.36	80,545.69	82,156.60	83,799.73	85,475.73	87,185.24	88,928.95	90,707.53	92,521.68	94,372.11			
Tax Rate				0.028	0.280	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028			
Payment for Municipal Services				N/A	N/A	2,211.06	2,255.28	2,300.38	2,346.39	2,393.32	2,441.19	2,490.01	2,539.81	2,590.61	2,642.42			
Tax bill				12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026			
Invoice Date					N/A	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026			
Due Date					N/A	3/31/2018	3/31/2019	3/31/2020	3/31/2021	3/31/2022	3/31/2023	3/31/2024	3/31/2025	3/31/2026	3/31/2027			
NOTES:																		
1. Inflation factors in 2010 and subsequent years are used to determine the Adjusted Base Year Valuations.																		
2. Payment for Municipal Services extends for not less than 20 valuation years.																		
3. No payment due for Grace Year.																		

Illustration A-4

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$15,000 for land and \$110,000 for improvements on January 1, 2015 and the same is reflected on the December 4, 2015 tax bill. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner of the property demolished the original improvements in July 2015 and constructed some partial improvements in August 2017. These improvements were assessed at \$70,000 by the City Assessor on January 1, 2018 and are reflected as the same on the December 4, 2018 tax bill. Later the owner completed the partial improvements in October 2019, which were subsequently assessed at an additional \$55,000 on January 1, 2020 beyond the previous partial assessment already provided by the City Assessor and are reflected as the same on the December 4, 2020 tax bill.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuations for Valuation Years 2017-2019; a Payment for Municipal Services is owed.
- No Payment for Municipal Services would occur after final construction has been completed commencing in Valuation Year 2020 since the Assessed Value Improvements are greater than the Adjusted Base Year Valuations.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-4 for further illustration.

**Exhibit A-4 -- Illustrative Calculations
Payment for Municipal Services**

	Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Grace Year	Valuation Years										
							Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
					1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	
Tax Parcel ID No.																	
Land				15,000.00	15,300.00	15,606.00	15,918.12	16,236.48	16,561.21	16,892.44	17,230.29	17,574.89	17,926.39	18,284.92	18,650.61		
Improvements				110,000.00	112,200.00	114,444.00	116,732.88	119,067.54	121,448.89	123,877.87	126,355.42	128,882.53	131,460.18	134,089.39	136,771.17		
Total				125,000.00	127,500.00	130,050.00	132,651.00	135,304.02	138,010.10	140,770.30	143,585.71	146,457.42	149,386.57	152,374.30	155,421.79		
Assessed Value Improvements																	
Land				15,000.00	15,300.00	15,606.00	15,918.12	16,236.48	16,561.21	16,892.44	17,230.29	17,574.89	17,926.39	18,284.92	18,650.61		
New Improvements				110,000.00	0.00	70,000.00	71,400.00	126,400.00	128,928.00	131,506.56	134,136.69	136,819.43	139,555.81	142,346.93	145,193.81		
Total				125,000.00	15,300.00	85,606.00	87,318.12	87,636.48	142,961.21	145,820.44	148,736.85	151,711.58	154,745.81	157,840.73	160,997.54		
Improvement Differential (if any)				0.00	112,200.00	114,444.00	46,732.88	47,667.54	(4,951.11)	(5,050.13)	(5,151.14)	(5,254.16)	(5,359.24)	(5,466.43)	(5,575.76)		
Tax Rate				0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028		
Payment for Municipal Services				N/A	N/A	3,204.43	1,308.52	1,334.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Tax bill				12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026		
Invoice Date					N/A	12/31/2017	12/31/2018	12/31/2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Due Date					N/A	3/31/2018	3/31/2019	3/31/2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
NOTES:																	
1.	Inflation factors in 2015 and subsequent years are used to determine the Adjusted Base Year Valuations.																
2.	Payment for Municipal Services extends for not less than 20 valuation years.																
3.	No payment due for Grace Year.																

Illustration A-5

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$20,000 for land and \$65,000 for improvements on January 1, 2015 and the same is reflected on the December 4, 2015 tax bill. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner of the property demolished the original improvements in October 2016 and constructed improvements in June 2017. These improvements were assessed at \$75,000 by the City Assessor on January 1, 2018 and are reflected as the same on the December 4, 2018 tax bill. Later, the owner files a tax exemption request for the property, which is granted by the City Assessor effective January 1, 2021.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuations for Valuation Year 2017; a Payment for Municipal Services is owed.
- The Assessed Value Improvements are greater than the Adjusted Base Year Valuations for Valuation Years 2018-20; no Payment for Municipal Services is owed.
- Since the tax exemption is granted commencing in 2021, the Assessed Value Improvements are deemed to be zero and therefore they are less than the Adjusted Base Year Valuations; a Payment for Municipal Services is due for Valuation Years 2021-2026.
- Land is still taxed and not used to calculate any Payment for Municipal Services. Here, however land is not taxed after obtaining a tax exemption in 2021.
- See Exhibit A-5 for further illustration.

Illustration A-6

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property and improvements thereon have not been assessed because the City Assessor had previously determined the property to be used for a tax exempt purpose commencing January 1, 2005. After the Council approved the Conditional Use Permit, the City Assessor determined that the real property would have been assessed at \$15,000 and \$35,000 for improvements on January 1, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner of the property demolished the original improvements in August 2015 and never constructed any new improvements.

Results:

- The Base Year Valuation and Adjusted Base Year Valuations are determined by the City's assessor since the Property was previously tax exempt.
- Since a tax exemption was previously granted commencing in 2005, the Assessed Value Improvements are deemed to be zero; and therefore, they are less than the Adjusted Base Year Valuations. A Payment for Municipal Services is due for Valuation Years 2017 - 2026.
- Generally, land is still taxed and not used to calculate any Payment for Municipal Services. Here, however, the land is not taxed since it was previously determined to be tax exempt commencing in 2005.
- See Exhibit A-6 for further illustration.

**Exhibit A-6 -- Illustrative Calculations
Payment for Municipal Services**

	Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Valuation Years										
						Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
	5/13/2015	5/19/2015	1/1/2015	2%	1/1/2015	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	
Tax Parcel ID No.																
Base Year Valuations and Adjusted Base Year Valuations																
Land	15,000.00	15,300.00	15,606.00	15,918.12	16,236.48	16,561.21	16,892.44	17,230.29	17,574.89	17,926.39	18,284.92	18,650.61				
Improvements	35,000.00	35,700.00	36,414.00	37,142.28	37,885.13	38,642.83	39,415.68	40,204.00	41,008.08	41,828.24	42,664.80	43,518.10				
Total	50,000.00	51,000.00	52,020.00	53,060.40	54,121.61	55,204.04	56,308.12	57,434.28	58,582.97	59,754.63	60,949.72	62,168.72				
Assessed Value Improvements																
Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Improvement Differential (if any)	35,000.00	35,700.00	36,414.00	37,142.28	37,885.13	38,642.83	39,415.68	40,204.00	41,008.08	41,828.24	42,664.80	43,518.10				
Tax Rate	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028
Payment for Municipal Services	N/A	N/A	1,019.59	1,039.98	1,060.78	1,082.00	1,103.64	1,125.71	1,148.23	1,171.19	1,194.61	1,218.51				
Tax bill	12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026				
Invoice Date		N/A	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026				
Due Date		N/A	3/31/2018	3/31/2019	3/31/2020	3/31/2021	3/31/2022	3/31/2023	3/31/2024	3/31/2025	3/31/2026	3/31/2027				
NOTES:	1. Inflation factors in 2015 and subsequent years are used to determine the Adjusted Base Year Valuations. 2. Payment for Municipal Services extends for not less than 20 valuation years. 3. No payment due for Grace Year.															

Illustration A-7

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed \$25,000 for land and \$45,000 for improvements on January 1, 2015 and the same is reflected on the December 4, 2015 tax bill. It is further assumed that the City Assessor has determined the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner of the property never demolished the improvements, yet allowed them to remain on the property and deteriorate such that the City Assessor had to revalue the improvements on January 1, 2019 and again on January 1, 2023 at \$35,000 and \$28,500 respectively.

Results:

- The Assessed Value Improvements are equal to the Adjusted Base Year Valuations for Valuation Years 2017-2018. No Payment for Municipal Services is due.
- Commencing on January 1, 2019, the Assessed Value Improvements are less than the Adjusted Base Year Valuations; a Payment for Municipal Services is due.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- The owner is still responsible for the Payment for Municipal Services even though the demolition of the improvements did not occur. The owner would need to reapply to the Common Council to remove or change the Conditional Use Permit.
- See Exhibit A-7 for further illustration.

Illustration A-8

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$10,000 for land and \$44,600 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2016 and constructed new improvements in October 2016. These improvements were assessed at \$58,000 by the City Assessor on January 1, 2017 and are reflected as the same on the December 4, 2017 tax bills. In April 2020, a tornado passes through the City demolishing the improvements on the property. The owner is unable to replace the improvements until October 2021. On January 1, 2022, the improvements were assessed at \$65,000 by the City Assessor and are reflected as the same on the December 4, 2022 tax bill.

Results:

- The Assessed Value Improvements are greater than or equal to the Adjusted Base Year Valuation for Valuation Years 2017-2020; accordingly, no Payment for Municipal Services is due.
- Since the tornado demolished the improvements in 2020 and the improvements were not replaced until 2021, the Assessed Value Improvements are less than the Adjusted Base Year Valuation in Valuation Year 2015. Normally, a Payment for Municipal Services would be due. Given the demolition was a result of an "act of God", the requirement for the Payment for Municipal Services would be tolled for one (1) Valuation Year. Likewise, the Agreement Concerning the Payment for Municipal Services would be extended for an additional Valuation Year. If the owner seeks a further change or removal of the Conditional Use Permit, the owner must reapply to the Common Council.
- The Assessed Value Improvements are greater than the Adjusted Base Year Valuations for Valuation Years 2022-2025. No Payment for Municipal Services is due.
- Land is still taxed and not used to calculate any Payment for Municipal Services. The payment of taxes for land is not tolled under this Agreement.
- See Exhibit A-8 for further illustration.

Illustration A-9

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$8,000 for land and \$45,000 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. The owner demolished the improvements in August 2016 and did not create any new improvements. Subsequently in July 2019, owner sells the land to a neighbor who combines the lot with the neighbor's property. Prior to combining the lots, the neighbor's real estate was valued at \$10,000 for land and \$50,000 for improvements. The new owner (i.e. neighbor) builds an addition to his improvements on the newly combined lot in August 2022. On January 1, 2023, the improvements from the addition are assessed at an additional \$18,000 by the City Assessor and are reflected as the same on the December 4, 2023 tax bill.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuations for Valuation Years 2017-2019; accordingly, a Payment for Municipal Services is due.
- Commencing in Valuation Year 2020, the lots are combined requiring the Adjusted Base Year Valuation to be updated to reflect the values from the adjoining lot.
- For Valuation Years 2020-26, a Payment for Municipal Services is due because previously existing improvements from the adjoining lot cannot be used to comply with the requirements of this Agreement.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-9 for further illustration.

**Exhibit A-9 -- Illustrative Calculations
Payment for Municipal Services**

	Date of CUP approval	Date CUP became effective	Base Year Valuation Date	Inflation Factor	Base Year	Valuation Years											
						Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Tax Parcel ID No.					1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	
Base Year Valuations and Adjusted Base Year Valuations																	
Land		8,000.00	8,160.00	8,323.20	8,489.66	8,659.46	8,832.65	8,993.49	9,159.36	9,329.49	9,499.36	9,669.36	9,839.36	10,009.36	10,179.36	10,349.36	10,519.36
Improvements		45,000.00	45,900.00	46,818.00	47,754.36	48,709.45	49,683.64	50,677.31	51,690.86	52,733.49	53,805.36	54,907.00	56,038.00	57,198.00	58,387.00	59,605.00	60,852.00
Total		53,000.00	54,060.00	55,141.20	56,244.02	57,368.90	58,516.28	59,686.61	60,886.61	62,110.30	63,354.30	64,627.36	65,927.36	67,256.36	68,614.36	70,002.36	71,420.36
Assessed Value Improvements																	
Land		8,000.00	8,160.00	8,323.20	8,489.66	8,659.46	8,832.65	8,993.49	9,159.36	9,329.49	9,499.36	9,669.36	9,839.36	10,009.36	10,179.36	10,349.36	10,519.36
New Improvements		45,000.00	45,900.00	0.00	0.00	0.00	50,900.00	51,000.00	52,020.00	52,020.00	70,209.30	71,613.49	70,020.00	71,420.40	72,848.81	74,305.78	75,794.40
Total		53,000.00	54,060.00	8,323.20	8,489.66	8,659.46	68,832.65	70,209.30	71,613.49	70,209.30	90,005.36	91,805.46	90,005.36	91,805.46	93,641.57	95,514.40	97,420.36
Improvement Differential (if any)		0.00	0.00	46,818.00	47,754.36	48,709.45	49,683.64	50,677.31	51,690.86	52,733.49	53,805.36	54,907.00	56,038.00	57,198.00	58,387.00	59,605.00	60,852.00
Tax Rate		0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028
Payment for Municipal Services		N/A	N/A	1,310.90	1,337.12	1,363.86	1,391.14	1,418.96	1,447.34	1,476.28	1,505.77	1,535.81	1,566.41	1,597.57	1,629.29	1,661.57	1,694.36
Tax bill		12/4/2015	12/4/2016	12/4/2017	12/4/2018	12/4/2019	12/4/2020	12/4/2021	12/4/2022	12/4/2023	12/4/2024	12/4/2025	12/4/2026	12/4/2027	12/4/2028	12/4/2029	12/4/2030
Invoice Date			N/A	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030
Due Date			N/A	3/31/2018	3/31/2019	3/31/2020	3/31/2021	3/31/2022	3/31/2023	3/31/2024	3/31/2025	3/31/2026	3/31/2027	3/31/2028	3/31/2029	3/31/2030	3/31/2031
NOTES:																	
1. Inflation factors in 2015 and subsequent years are used to determine the Adjusted Base Year Valuations.																	
2. Payment for Municipal Services extends for not less than 20 valuation years.																	

Illustration A-10

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$12,000 for land and \$22,600 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2015 and never constructed any new improvements. The owner requested a rezoning of the property, which the Council did in April 2022. The rezoning caused the assessed value of the land to increase to \$32,000 as assessed by the City Assessor on January 1, 2023 and such change is reflected on the December 4, 2023 tax bills.

Results:

- The Assessed Value Improvements are less than the Adjusted Base Year Valuations for Valuation Years 2017-2026; accordingly, a Payment for Municipal Services is due.
- Land is still taxed and not used to calculate any Payment for Municipal Services notwithstanding the fact that the value of land increased commencing in Valuation Year 2017.
- The owner may reapply to the Common Council to seek removal or modification of the Conditional Use Permit.
- See Exhibit A-10 for further illustration.

Illustration A-11

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$12,000 for land and \$94,600 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. These assessments reflect the use of the property as a lawful nonconforming use. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner demolished the original improvements in July 2016 and constructed new improvements in October 2020. These improvements were assessed at \$50,000 by the City Assessor on January 1, 2021 and are reflected as the same on the December 4, 2021 tax bill. It is further assumed that the owner discontinued the lawful nonconforming use status, which limits the value of new improvements.

Results:

- The Assessed Value Improvements is less than the Adjusted Base Year Valuations for Valuation Years 2017 - 2026; accordingly a Payment for Municipal Services is due.
- Even though the owner is unable to timely restore the nonconforming use which may have contributed to an inability to construct improvements on the property equal to or greater than the Adjusted Base Year Valuation, a Payment for Municipal Services is still due. The owner may reapply to the Common Council to seek removal or modification of the Conditional Use Permit.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-11 for further illustration.

Illustration A-12

Assumptions:

This illustration assumes that the Common Council approved a Conditional Use Permit on May 13, 2015 and the parties have entered into an Agreement Concerning Payment for Municipal Services. It is assumed that the real property has been assessed at \$20,000 for land and \$86,800 for improvements on January 1, 2015 and the same is reflected in tax bills issued on December 4, 2015. It is further assumed that the City Assessor has determined that the tax valuation and assessments have increased at a rate of two percent (2%) per year. Additionally, the owner removed the improvements from the real property in September 2015 and relocated them to a vacant lot elsewhere within the city limits. The owner did not place any new improvements on the real property.

Results:

- The Assessed Value Improvements is less than the Adjusted Base Year Valuations for Valuation Years 2017-2026; accordingly a Payment for Municipal Services is due.
- Even though the owner moved the improvements to a vacant lot elsewhere within the city limits, no improvements have been undertaken on the real property with the Conditional Use Permit. As such, a Payment for Municipal Services is due. The owner may reapply to the Common Council to seek removal or modification of the Conditional Use Permit.
- Land is still taxed and not used to calculate any Payment for Municipal Services.
- See Exhibit A-12 for further illustration.

Exhibit B
Legal Description

Tax Parcel No. 17-10355-20 — 2622 Rose Street, La Crosse, WI 54603

Part of Certified Survey Map filed February 13, 1969 in Volume 1 of Certified Survey Maps, page 17, Document No. 792760 (being a revision of Certified Survey Map No. 15, in Volume 1 of Certified Survey Maps, page 15, Document No. 789944); being part of Government Lot 2 of Section 17, Township 16 North, Range 7 West, in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Commencing at the Southeast corner of said Government Lot; thence West, along the South line thereof, a distance of 1320.0 feet to the point of beginning of this description: Thence South 89 degrees 34 minutes West, along said South line, 243.15 feet to the Northeasterly right-of-way line of West George Street; thence North 54 degrees 26 minutes West, along said Northeasterly line, 125.4 feet; thence North 35 degrees 34 minutes East 200.0 feet; thence South 54 degrees 26 minutes East 12.0 feet; thence North 35 degrees 34 minutes East 220.0 feet; thence North 54 degrees 26 minutes West 40.0 feet; thence North 35 degrees 34 minutes East 210.43 feet to a point 1320.0 feet West of the East line of said Government Lot 2; thence South 0 degrees 13 minutes East to the point of beginning.

EXCEPT that part described in Award of Damages recorded on October 13, 2016, as Document No. 1683520.

Together with access easements as described in Document No. 1393259 and as corrected by 1404857.

Resolution approving application of Kwik Trip Inc. for a Conditional Use Permit at 2622 Rose St., allowing for demolition of structure for future development with a portion to be used for employee parking.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that after a public hearing thereon held on December 5, 2023, a conditional use permit is hereby granted to Kwik Trip Inc. for the premises known as 2622 Rose St., and is granted in accordance with the plans and application made herein and is conditioned upon the applicant fully complying with the terms and conditions of the application and all applicable City and State law.

BE IT RESOLVED that the Conditional Use Permit be approved with the following conditions:

1. A Payment for Municipal Services Agreement (PMSA) must be signed by the applicant and returned to the City prior to the December 14, 2023 Common Council meeting.

CONDITIONAL USE PERMIT APPLICATION

Applicant (name and address):
Kwik Trip, Inc.

1626 Oak Street La Crosse WI 54603

Owner of property (name and address), if different than Applicant:

Same

Architect (name and address), if applicable:

NA

Professional Engineer (name and address), if applicable:

NA

Contractor (name and address), if applicable:

Robinson Brothers

220 Raemisch Road Waunakee WI 53597

Address(es) of subject parcel(s): 2622 Rose Street

Tax Parcel Number(s): 17-10355-20

Legal Description (must be a recordable legal description; see Requirements): See attached

Zoning District Classification: C2 - Commercial

A Conditional Use Permit is required per La Crosse Municipal Code Sec. 115-353

If the use is defined in Sec.:

- 115-347(6)(c)(1) or (2), see "" on the next page.
- 115-353 or 356, see "" on the next page.

Is the property/structure listed on the local register of historic places? Yes _____ No

Description of subject site and **CURRENT** use: Former Hotel that is currently vacant

Description of **PROPOSED** site and operation/use (detailed plan of the proposed site):

Demolition of the existing hotel.

Type of Structure proposed: NA

Number of **current** employees, if applicable: NA

Number of **proposed** employees, if applicable: NA

Number of **current** off-street parking spaces: NA

Number of **proposed** off-street parking spaces: NA



AFFIDAVIT OF OWNER

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

The undersigned, Jeffrey J. Wrobel, CFO & Treasurer of Kwik Trip, Inc. being duly
(owner of subject parcel(s) for Conditional Use)

sworn states:

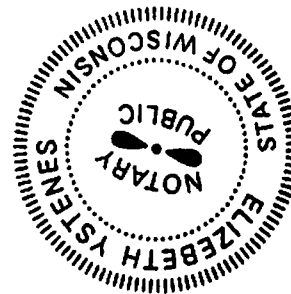
1. That the undersigned is an adult resident of the City of La Crosse,
State of Wisconsin.
2. That the undersigned is a/the legal owner of the property located at:
2622 Rose Street, LaCrosse, WI
(address of subject parcel for Conditional Use)
3. By signing this affidavit, the undersigned property owner authorizes the application for a
conditional use permit/district change or amendment (circle one) for said property.

[Signature]
Property Owner: Jeffrey J. Wrobel, CFO & Treasurer
of Kwik Trip, Inc.

Subscribed and sworn to before me this 1 day of November, 20 23.

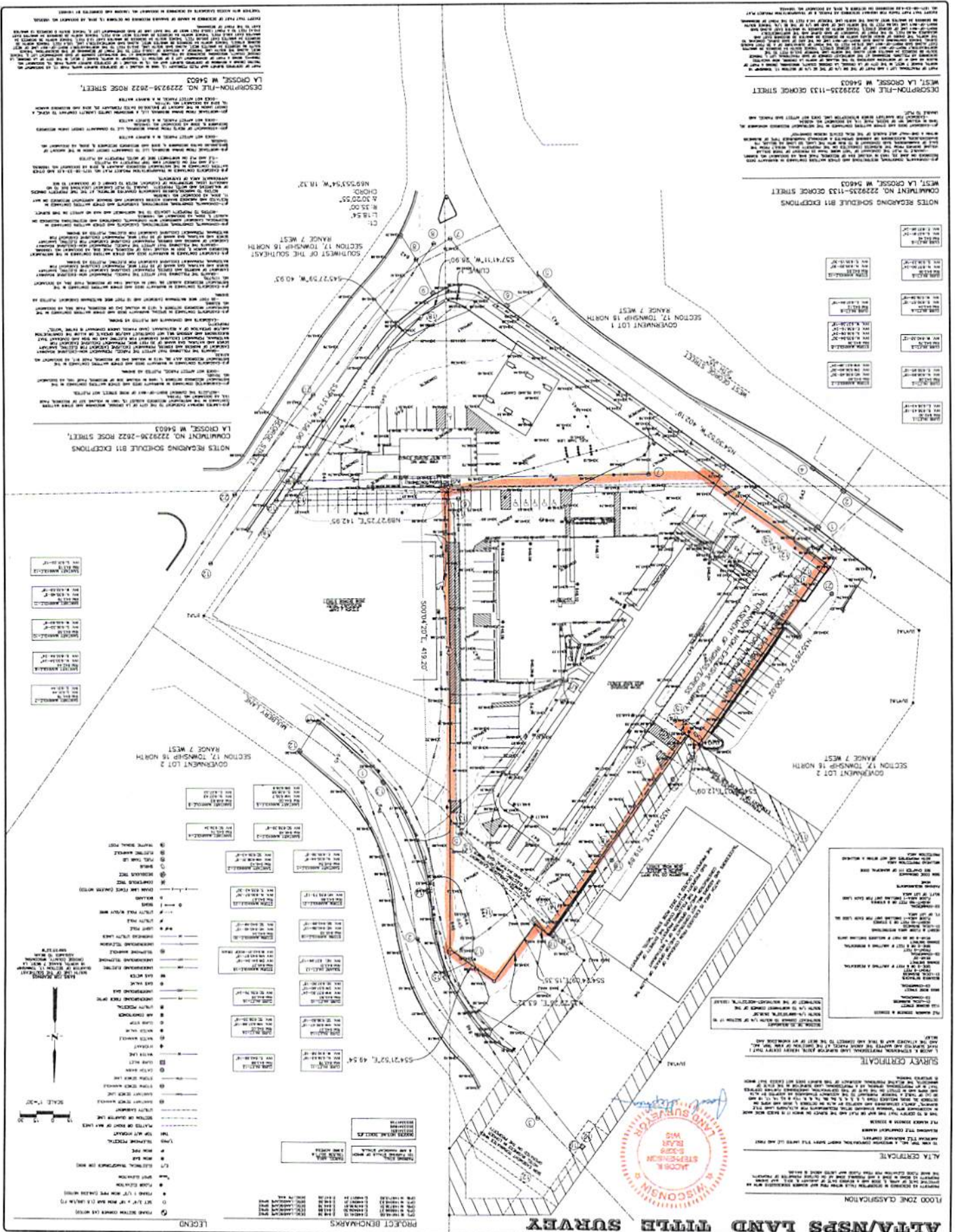
[Signature]

Notary Public
My Commission expires 3/30/24.









DESCRIPTION-FILE NO. 222923-1133 GEORGE STREET
 WEST, LA CROSS, W 54603

NOTES REGARDING SCHEDULE B11 EXCEPTIONS
 COMMENT NO. 222923-1133 GEORGE STREET
 WEST, LA CROSS, W 54603

DESCRIPTION-FILE NO. 222923-2022 ROSE STREET
 LA CROSS, W 54603

NOTES REGARDING SCHEDULE B11 EXCEPTIONS
 COMMENT NO. 222923-2022 ROSE STREET,
 LA CROSS, W 54603

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LEGEND

PROJECT BENCHMARKS

SCALE 1"=20'

LEGEND

PROJECT BENCHMARKS

LEGEND

PROJECT BENCHMARKS

LEGEND

PROJECT BENCHMARKS

LEGEND

PROJECT BENCHMARKS

Tax Parcel No. 17-10355-20 – 2622 Rose Street, La Crosse, WI 54603

Part of Certified Survey Map filed February 13, 1969 in Volume 1 of Certified Survey Maps, page 17, Document No. 792760 (being a revision of Certified Survey Map No. 15, in Volume 1 of Certified Survey Maps, page 15, Document No. 789944); being part of Government Lot 2 of Section 17, Township 16 North, Range 7 West, in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Commencing at the Southeast corner of said Government Lot; thence West, along the South line thereof, a distance of 1320.0 feet to the point of beginning of this description: Thence South 89 degrees 34 minutes West, along said South line, 243.15 feet to the Northeasterly right-of-way line of West George Street; thence North 54 degrees 26 minutes West, along said Northeasterly line, 125.4 feet; thence North 35 degrees 34 minutes East 200.0 feet; thence South 54 degrees 26 minutes East 12.0 feet; thence North 35 degrees 34 minutes East 220.0 feet; thence North 54 degrees 26 minutes West 40.0 feet; thence North 35 degrees 34 minutes East 210.43 feet to a point 1320.0 feet West of the East line of said Government Lot 2; thence South 0 degrees 13 minutes East to the point of beginning.

EXCEPT that part described in Award of Damages recorded on October 13, 2016, as Document No. 1683520.

Together with access easements as described in Document No. 1393259 and as corrected by 1404857.



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

City of La Crosse
Tim Acklin – Planning Administrator
400 La Crosse St
La Crosse, WI 54601

RE: Demolition Conditional Use Permit – 2622 Rose St

Mr. Acklin:

Kwik Trip, Inc – owner of real property located at 2622 Rose St PID: 17-10355-20 - is requesting a Conditional Use Permit to allow for Demolition of the existing buildings and structures currently sitting vacant.

The existing buildings pose a safety and liability concern if they are to remain standing.

The future plan for this property is to rebuild our existing adjacent store by utilizing this property in the development. We don't have finalized plans for the rebuild at this time so we are not applying for a building permit until those plans are complete. We are tentatively looking to do the rebuild in 2025.

It is our intent to remove the structures down to the slab (grade) and leave exiting bituminous, but we don't intend to use the entire vacant lot as parking in the interim. We may utilize a smaller part of the southern end to accommodate co-worker parking at our store.

Scope of Demolition will include:

1. Removal of existing buildings down to grade
2. Existing bituminous paving to remain in place including building slabs.

Kwik Trip is familiar with and understands that a Payment for Municipal Services Agreement may apply to this demolition permit request.

Please feel free to e-mail or call with any questions or concerns regarding this request.

Thank you,



Troy Batzel

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

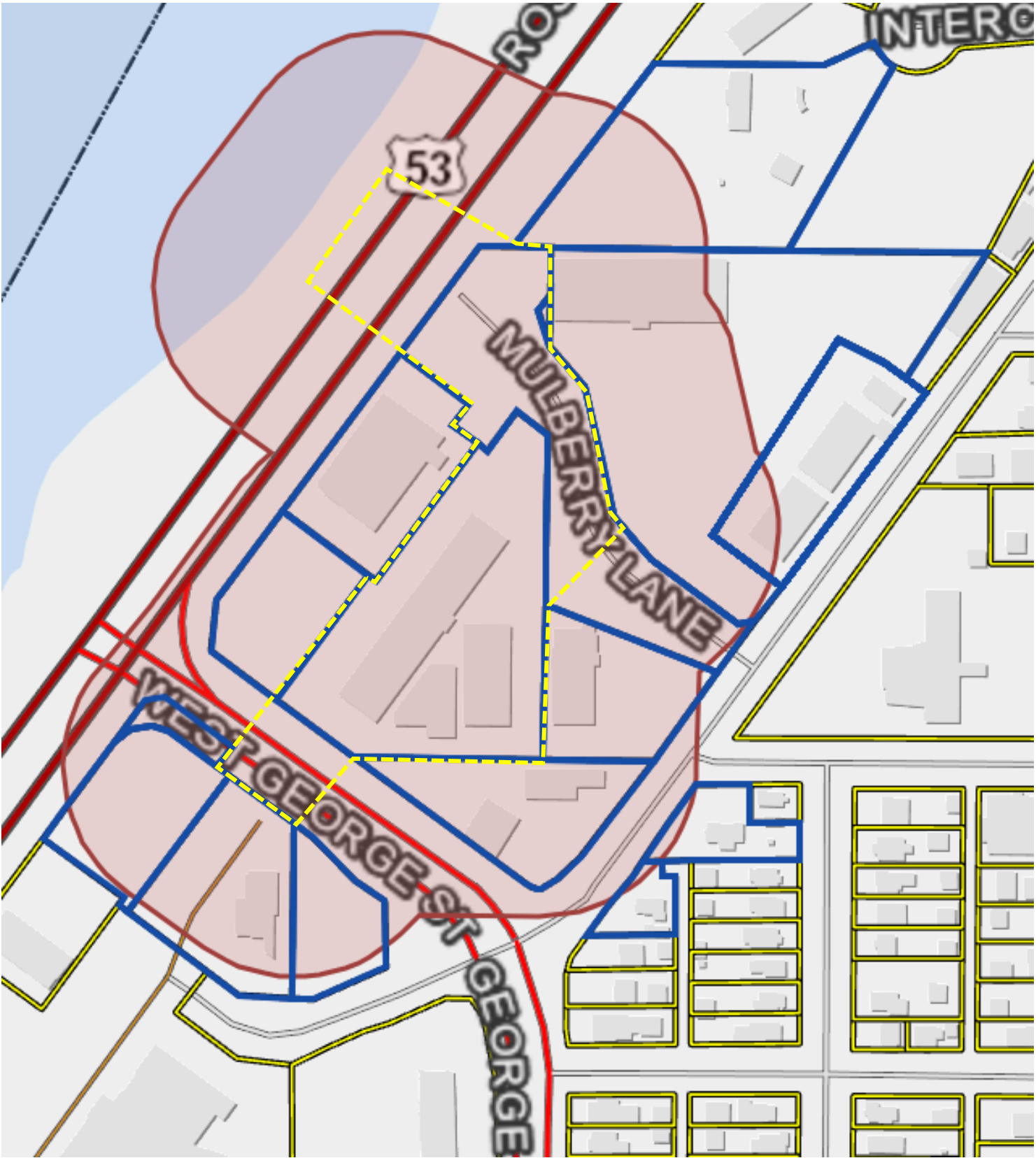
Kwik Trip, Inc
608-793-6283
tbatzel@kwiktrip.com



Tax Parcel #	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip
17-10264-25	FRANCHISE REALTY INTERSTATE CORPORATION	1140 WEST GEORGE ST	2700 NATIONAL DR	ONALASKA WI 54650
17-10264-35	KWIK TRIP INC	1133 WEST GEORGE ST	1626 OAK ST	LA CROSSE WI 54603
17-10265-60	SHANE R CARROLL, ISABEL E SCHULZ	2534 GEORGE ST	2534 GEORGE ST	LA CROSSE WI 54603-1623
17-10247-40	TED A ROBERTS, PATRICIA Q ROBERTS	2520 GEORGE ST	2520 GEORGE ST	LA CROSSE WI 54603
17-10263-73	EAGLE BAY PROPERTIES LLC	1124 WEST GEORGE ST	9447 JANCING AVE	SPARTA WI 54656
17-10263-74	EAGLE BAY PROPERTIES LLC	2552 ROSE ST	9447 JANCING AVE	SPARTA WI 54656
17-10350-20	LAREDO ENTERPRISES LLC	1300 & 1304 INTERCHANGE PL	PO BOX 846	WEST SALEM WI 54669
17-10263-51	MARTIN D MEEKER, CAROL R MEEKER	2600 ROSE ST	300 WILMOT RD	DEERFIELD IL 60015
17-10355-11	MARTIN D MEEKER, CAROL R MEEKER	2626 ROSE ST	300 WILMOT RD	DEERFIELD IL 60015
17-10360-10	REINHART REAL ESTATE GROUP INC	1207 MULBERRY LN	PO BOX 2228	LA CROSSE WI 54602-2228
17-10262-80	RWR PROPERTIES LLC	2641 GEORGE ST	1400 PINE ST	ONALASKA WI 54650
17-10263-40	STATE OF WISCONSIN DOT	2558 ROSE ST	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10355-100	STATE OF WISCONSIN DOT	MULBERRY LN	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10360-20	STEVEN J EARP REVOCABLE TRUST	2609 GEORGE ST	1212 BAINBRIDGE ST	LA CROSSE WI 54603

Properties within 200 Feet of:

17-10355-20	KWIK TRIP INC	2622 ROSE ST	1626 OAK ST	LA CROSSE WI 54603
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**NOTICE OF HEARING ON
APPLICATION FOR A CONDITIONAL USE PERMIT**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing upon the application of **Kwik Trip Inc. for the issuance of a Conditional Use Permit under Sec. 115-353** of the Municipal Code of Ordinances of the City of La Crosse **demolition of structure for future development with a portion to be used for employee parking.**

Said property is generally located at **2622 Rose St.** and is further described as follows: *Tax Parcel 17-10355-20*

The City Plan Commission will meet to consider such application on **Monday, December 4, 2023 at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, December 5, 2023 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council on Thursday, December 14, 2023 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any residential property owner whose land abuts the subject property may request an opaque privacy fence of a minimum of five (5) feet and no more than eight (8) feet in height to be required in residential zoned districts. Such fence shall be placed on the property line and shall run from the front set back line to the rear property line.

Any person interested may be heard for or against such proposed change, and may appear in person, by attorney or may file a formal objection; which objection forms are available on the City website at www.cityoflacrosse.org – Your Government – City Clerk – Forms – Conditional Use Permit.

The application and supporting documentation may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 23-1301).

This notice is given pursuant to the order of the Common Council of the City of La Crosse.

Dated this 6th day of November, 2023.

Nikki M. Elsen, City Clerk
City of La Crosse

Publish: November 21 and 28, 2023
One (1) Affidavit

Agenda Item 23-1301 (Jenna Dinkel)

Application of Kwik Trip Inc. for a Conditional Use Permit at 2622 Rose St., allowing for demolition of structure for future development with a portion to be used for employee parking.

General Location

Council District 1. Logan Northside Neighborhood Association. Located off Rose Street along West George Street as depicted on attached Map PC23-1301. The property is surrounded by commercial zoning.

Background Information

The applicant is requesting a conditional use permit to demolish the former America's Best Value Inn. The applicant has plans to rebuild their existing adjacent store, located at 1133 West George St., and utilize this property in the development. The applicant is looking to tentatively rebuild in 2025. The applicant stated they do not have finalized plans for the rebuild at this time.

The scope of demolition includes removing the existing structure down to grade. The applicant stated they do not intend to use the entire vacant lot for parking in the meantime. They stated they may use a smaller portion of the southern part of the vacant lot for employee parking for their current adjacent store.

Community Risk Management indicated this property has been vacant since September 15, 2023, and an interior demolition permit was issued on September 18, 2023. There are currently no open orders to correct on the property.

Recommendation of Other Boards and Commissions

N/A

Consistency with Adopted Comprehensive Plan

The 2040 Comprehensive Plan discusses goals to continue to attract and retain employers. This request gives opportunities of expansion for a large employer on a currently underutilized site.

Staff Recommendation

This item is recommended for approval with the condition that a payment for municipal services agreement (PMSA) is signed by the applicant and returned to the city prior to the December 14, 2023 Common Council meeting.

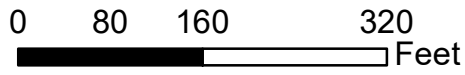
Routing J&A 12.5.2023

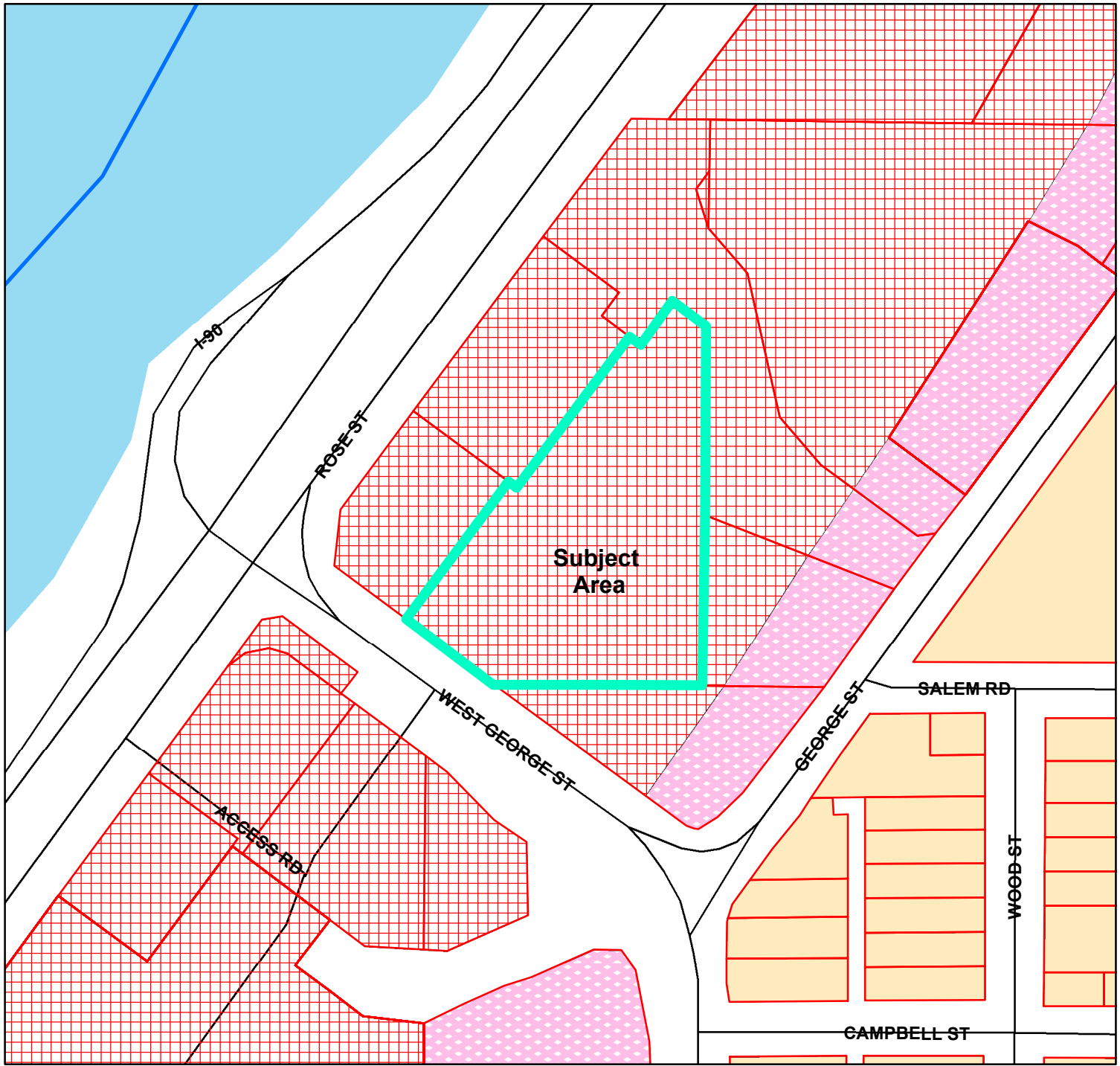


BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
	C3 - COMMUNITY BUSINESS
	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL
	PS - PUBLIC & SEMI-PUBLIC
	PL - PARKING LOT
	UT - PUBLIC UTILITY
	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY

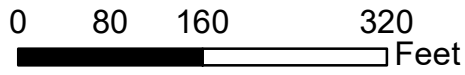






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If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

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

Agenda File #
J&A _____
F&P _____

MEETING REGISTRATION

Name: Amy DuPont Date: 12/5
PLEASE PRINT

Municipality of Residence: La Crosse

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

Agenda Item #: 23-1301
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- Support
- Oppose
- Neither support nor oppose

Do you want to speak?

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

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Agenda File #
J&A _____
F&P _____

MEETING REGISTRATION

Name: David Ring Date: 12/5/23
PLEASE PRINT

Municipality of Residence: ~~ONAGASKA~~ ONAGASKA

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

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