



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, November 6, 2025

6:00 PM

Council Chambers
City Hall, First Floor

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

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

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

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

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

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

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[25-1087](#) Resolution levying Special Charges for Services performed in 2025.

Sponsors: Goggin

[25-1089](#) Resolution authorizing a hazardous materials contract between the City of La Crosse Fire Department and Dairyland Power Cooperative.

Sponsors: Dickinson

[25-1223](#) Single Audit with Independent Auditors Report as of December 31, 2024.

- [25-1245](#) Resolution authorizing the application and committing to the Wisconsin Department of Transportation - Transportation Alternatives Program (TAP) Grant funding for the King Street Greenway and Ranger Drive Protected Bike Lanes.
Sponsors: Sleznikow
- [25-1246](#) Resolution approving Amendment to Ticketing Agreement between the City of La Crosse and Ticketmaster LLC.
Sponsors: Janssen
- [25-1252](#) Resolution approving subordination request for permanent financing by Haven on Main, LLC regarding TIF Development Agreement.
Sponsors: Dickinson
- [25-1254](#) Resolution approving a development agreement with Badger West, LLC for a multi-family development located at 12th and Badger Streets.
Sponsors: Dickinson
- [25-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
F&P Item Only, unless otherwise directed.

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Finance & Personnel Members:

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1087

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution levying Special Charges for Services performed in 2025.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the City Clerk and Director of Finance are hereby authorized and instructed to take any and all necessary steps to enter on the 2025 Tax Roll special assessments, parking district assessments, special charges, special taxes, unpaid bills, and unpaid Sanitary District #1 charges, in accordance with the provisions of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that the City Clerk is authorized to attach a list of said charges following passage of this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1089

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing a hazardous materials contract between the City of La Crosse Fire Department and Dairyland Power Cooperative.

RESOLUTION

WHEREAS, the City of La Crosse Fire Department and Dairyland Power Cooperative (DPC) have a history of collaborative training to strengthen safety and hazardous materials (hazmat) response; and

WHEREAS, the contract will be jointly signed by both parties, who serve as the primary response partners to any hazmat incident at the DPC Independent Spent Fuel Storage Installation (ISFSI); and

WHEREAS, both agencies will mutually benefit from dedicated training that supports DPC ISFSI Emergency Plan practices, facility familiarization, and unique hazard identification; and

WHEREAS, the Fire Chief and Dairyland Power Cooperative leadership fully support cooperative training through public-private partnership to enhance emergency preparedness;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the Hazmat Contract between the La Crosse Fire Department and Dairyland Power Cooperative; and

BE IT FURTHER RESOLVED that City staff and the Fire Department are authorized to take all necessary actions to implement and carry out the provisions of this resolution.



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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1223

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Report

CITY OF LA CROSSE, WISCONSIN

**FEDERAL AND STATE
SINGLE AUDIT REPORTS**

DECEMBER 31, 2024

CITY OF LA CROSSE, WISCONSIN

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DECEMBER 31, 2024

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5-7	Schedule of Expenditures of Federal and State Awards
8-9	Schedule of Findings and Questioned Costs
10	Federal Transit Administration Reconciliation
11	Schedule of Passenger Facility Charges Collected and Expended



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE AND SCHEDULES OF EXPENDITURES OF
FEDERAL AND STATE AWARDS AS REQUIRED BY
THE UNIFORM GUIDANCE, FEDERAL AVIATION ADMINISTRATION,
AND STATE SINGLE AUDIT GUIDELINES**

To the Common Council
City of La Crosse, Wisconsin

Report on Compliance for Each Major Federal, State, and PFC Program

Opinion on Each Major Federal and State Program and the Passenger Facility Charge Program

We have audited the City of La Crosse, Wisconsin's (the "City") compliance with the types of compliance requirements described in the OMB *Compliance Supplement*, Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration ("PFC Guide"), and *State Single Audit Guidelines* issued by the Wisconsin Department of Administration, that could have a direct and material effect on each of the City's major federal and state programs and the passenger facility charge program for the year ended December 31, 2024. The City's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs and its passenger facility charge program for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal and State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration, and *State Single Audit Guidelines* issued by the Wisconsin Department of Administration. Our responsibilities under those standards, the Uniform Guidance, the PFC Audit Guide, and State single audit guidelines are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal and state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Schedules of Expenditures of Federal and State Awards

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2024, and have issued our report, thereon, dated July 31, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal and State Awards, Federal Transit Administration Reconciliation, and Schedule of Passenger Facility Charges Collected and Expended are presented for purposes of additional analysis, as required by the Uniform Guidance, Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration, and *State Single Audit Guidelines*, issued by the Wisconsin Department of Administration, and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hawkins Ash CPAs, LLP

La Crosse, Wisconsin
September 25, 2025

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
YEAR ENDED DECEMBER 31, 2024

GRANTOR AGENCY PASS-THROUGH AGENCY GRANT DESCRIPTION <u>GRANT PERIOD AND NUMBER</u>	ASSISTANCE LISTING NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES	TOTAL STATE EXPENDITURES
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>					
CDGB - Entitlement Grant Cluster Community Development Block Grant	14.218	N/A	\$ 302,227	\$ 664,362	\$ -
<u>Wisconsin Department of Administration - Division of Energy, Housing and Community Resources</u>					
Home Investment Partnership Program	14.239	N/A	-	498,922	-
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			302,227	1,163,284	-
<u>U.S. DEPARTMENT OF JUSTICE</u>					
<u>Direct Programs</u>					
OFFICE OF JUSTICE PROGRAMS					
Violence Against Women Formula Grant - DART	16.588	15JOVW-22-GG-01845-ICJR	-	175,166	-
Body Worn Camera Policy Grant	16.835	2020-BC-BX-0030	-	36,977	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2020-DJ-BX-0632	-	7,231	-
Equitable Sharing Agreement - Seizure Funds	16.607	1121-0235	-	11,495	-
Criminal and Juvenile Justice and Mental Health Collaboration Program	16.745	15PBJA-22-GG-03010-MENT	-	104,231	-
<u>Wisconsin Department of Justice</u>					
Project Safe Neighborhood Grant	16.609	2020-PW-01-16561, 2021-PW-01-17205	-	33,663	-
TOTAL U.S. DEPARTMENT OF JUSTICE			-	368,763	-
<u>U.S. DEPARTMENT OF TRANSPORTATION</u>					
Federal Transit Cluster					
<u>Wisconsin Department of Transportation</u>					
American Rescue Plan Act 2021 Allocation	20.507	WI-2022-035-01 FTA WI ARPA	-	619,787	-
American Rescue Plan Act 2021 Allocation	20.507	WI-2022-035-02 FTA MN ARPA	-	34,534	-
CARES Act Funds	20.507	WI-2021-008-01	-	25,000	-
Federal Highway Administration Transit Cluster					
Federal Transit Formula/Section 9 Operational Assistance Grant	20.507/395.104	WI-2023-012-01, WI-2023-043-04, WI-2023-043-05	-	3,007,328	1,190,978
Total Federal Transit Cluster			-	3,686,649	1,190,978

(Continued on page 6)

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS - Continued
YEAR ENDED DECEMBER 31, 2024

GRANTOR AGENCY PASS-THROUGH AGENCY GRANT DESCRIPTION <u>GRANT PERIOD AND NUMBER</u>	ASSISTANCE LISTING NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES	TOTAL STATE EXPENDITURES
<u>U.S. DEPARTMENT OF TRANSPORTATION - Continued</u>					
<u>Federal Aviation Administration</u>					
COVID-19 - Airport Improvement Program	20.106	LSE-GLG-3-55-0030-046-2021	\$ -	\$ 939,947	\$ -
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			-	4,626,596	1,190,978
<u>DEPARTMENT OF THE TREASURY</u>					
American Rescue Plan Act - State and Local Fiscal Recovery Funds	21.027	N/A	995,792	7,524,101	-
<u>Wisconsin Department of Administration</u>					
Coronavirus State and Local Fiscal Recovery Funds - EMS Flex Grant	21.027	N/A	-	10,740	-
TOTAL 21.027/DEPARTMENT OF THE TREASURY			995,792	7,534,841	-
<u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>					
<u>Wisconsin Department of Health and Human Services</u>					
Children's Health Insurance Program - Lead Paint Grant	93.767	435100-G23-LEADSAFEPRO-13	-	202,569	-
<u>ELECTION ASSISTANCE COMMISSION</u>					
HAVA Election Security Grant	90.404	N/A	-	1,882	-
<u>WISCONSIN DEPARTMENT OF NATURAL RESOURCES</u>					
Boating Enforcement	370.550	N/A	\$ -	\$ -	\$ 8,569
Urban Forestry Catastrophic Storm Grant	370.587	N/A	-	-	13,314
Urban Forestry Management Plan	370.587	N/A	-	-	14,573
RU Recycling Grant	370.670	N/A	-	-	168,069
RU Consolidation Grant	370.673	N/A	-	-	12,764
TOTAL WISCONSIN DEPARTMENT OF NATURAL RESOURCES			-	-	217,289
<u>WISCONSIN DEPARTMENT OF JUSTICE</u>					
Drug Trafficking Response Grant	455.225	2024-DT-01-18577	-	-	19,570
TOTAL AWARDS			\$ 1,298,019	\$ 13,897,935	\$ 1,427,837

(Continued on page 7)

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS - Continued
YEAR ENDED DECEMBER 31, 2024

NOTE 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of La Crosse, Wisconsin (the "City") and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the presentation of, the financial statements.

NOTE 2 - Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 - Disclosure of Other Forms of Assistance

The City received no federal awards of non-monetary assistance that are required to be disclosed for the year end December 31, 2024.

The City had no federal loans or loan guarantees required to be disclosed for the year ended December 31, 2024.

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
DECEMBER 31, 2024

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ☐ Yes ☒ None reported
- Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major federal and state programs:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? ☐ Yes ☒ None reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) ☐ Yes ☒ No

Identification of federal major programs:

<u>Assistance Listing Numbers</u>	<u>Name of Federal Program/Cluster</u>
20.106	Airport Improvement Program
21.027	Coronavirus State and Local Fiscal Recovery Funds

Identification of state major program:
395.104 Section 9 Operational Assistance Grant

Dollar threshold used to distinguish between
Type A and Type B federal and state programs: \$750,000
Type A and Type B state programs: \$250,000

Auditee qualified as low-risk auditee? ☒ Yes ☐ No

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - Continued
DECEMBER 31, 2024

Section II - Financial Statement Findings - None

Section III - Federal Award Findings and Questioned Costs - None

Section IV - Other Findings and Questioned Costs - None

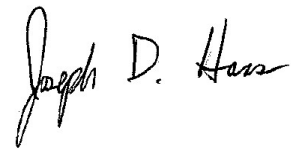
Section V - Status of Prior Year Findings - None

Section VI - Other Issues

1. Does the auditors' report or the notes to the financial statements include disclosure with regard to substantial doubt as to the auditee's ability to continue as a going concern? No

2. Does the audit report show audit issues (i.e., material non-compliance, non-material non-compliance, questioned costs, material weakness, significant deficiency, management letter comment, excess revenue or excess reserve) related to state awards with pass-through entities that require audits to be in accordance with the *State Single Audit Guidelines*
 Department of Transportation No
 Department of Natural Resources No

3. Was a Management Letter or other document conveying audit comments issued as a result of this audit? (Yes/No) No



4. Name and signature of partner

Joseph D. Haas, CPA
Partner

5. Date of report

September 25, 2025

CITY OF LA CROSSE, WISCONSIN
FEDERAL TRANSIT ADMINISTRATION RECONCILIATION
YEAR ENDED DECEMBER 31, 2024

ACCRUED BASIS REVENUE PER FINANCIAL STATEMENT/SINGLE AUDIT

Operating revenue	\$ 646,793
Damage income	10,632
Dividends	15,685
Intergovernmental grants	5,318,634
Transfer from other funds	800,925
Other income	38,530
Intergovernmental charges	<u>359,869</u>

REVENUE PER FINANCIAL STATEMENT/SINGLE AUDIT	7,191,068
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Less: Other revenue (contra expense)	<u>11,218</u>
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REVENUE PER NTD REPORT	<u>\$ 7,179,850</u>
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Expenses per single audit	\$ 7,191,068
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Add: Depreciation expense	<u>819,258</u>
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EXPENSES PER FINANCIAL STATEMENT	8,010,326
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Less: Contra expenses	<u>11,218</u>
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EXPENSES PER NTD REPORT	<u>\$ 7,999,108</u>
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CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF PASSENGER FACILITY CHARGES COLLECTED AND EXPENDED
YEAR ENDED DECEMBER 31, 2024

In accordance with the "Passenger Facility Charge Audit Compliance and Reporting Guide for Public Agencies", issued by the Federal Aviation Administration, the Passenger Facility Charges (PFC) program of the La Crosse Municipal Airport (LSE) has been included in the City of La Crosse's federal single audit. The following is a detailed schedule of PFC Collected and Expended:

		ACTUAL
BALANCE OF UNLIQUIDATED PFC REVENUE AS OF JANUARY 1, 2024		\$ 255,867
REVENUE		
PFC collected		146,499
Interest earned		11,520
TOTAL REVENUE		<u>158,019</u>
EXPENDITURES	BUDGET	
Planning studies	\$ 31,192	-
Runway safety project	29,253	-
Security access system	15,213	-
Taxiway safety improvements	80,351	-
Runway safety improvements	63,244	-
Land acquisitions	174,117	-
ARFF building and other safety items	94,695	-
ARFF vehicle replacement	16,134	-
PFC administrative costs	418,954	-
Snow removal equipment	2,944,642	-
Pavement evaluation and management system	10,259	-
Airfield sealcoating	64,507	-
Reconstruct runway 18/36 Phase I	144,454	-
Construct airport entrance sign	29,987	-
Reconstruct runway 18/36 Phases II & III	323,461	-
Approach lighting system	72,195	-
Airport master plan update	226,436	-
Ground level passenger loading bridges	48,161	-
Environmental assessment	100,000	-
Reconstruction of runway 13/31	38,844	-
Baggage handling system	400,000	-
Airport electrical upgrades - Phase I	44,500	-
Terminal development	75,000	-
Reconstruct taxiway B and east apron	70,027	-
Airfield electrical improvements	26,922	-
Aircraft rescue/firefighting	500,000	-
Taxiway G, H, F Reconstruction	380,000	-
Taxiway A Reconstruction, Phase I & II	49,026	-
Land use compatibility plan	115,000	-
Security enhancements	10,857	-
Non revenue producing parking lot	56,272	-
Access road reconstruction	691,288	-
Reconstruct perimeter road	69,234	-
Extension of Taxiway F	356,299	-
Runway 3/36 Reconfiguration	81,091	-
Mobile ADA lift	41,327	-
Commercial terminal bldg upgrades	4,983	-
Finger print equipment	7,605	-
Runway 18/36 pavement maintenance	71,240	-
Commercial terminal Bldg Upgrades-PH II	129,657	-
Commercial terminal Bldg Upgrades-PH III	3,715,313	221,450
Emergency Radio System Upgrade	236,000	-
Acquire Land for Runway Protection Zone	65,000	1,034
Wildlife Hazard assessment Management	1,849	-
Runway Lighting Rehab	70,000	-
Taxiway Lighting Rehab	100,000	-
Taxiway F Pavement Rehab	35,681	-
Perimeter Gate/Fencing Replacement	156,050	-
Terminal Apron Expansion & Rehab	150,000	-
Roof Rehabilitation, SRE Building	105,505	-
TOTAL EXPENDITURES	<u>\$ 12,741,825</u>	<u>222,484</u>
BALANCE OF UNLIQUIDATED PFC REVENUE AS OF DECEMBER 31, 2024		<u>\$ 191,402</u>



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1245

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the application and committing to the Wisconsin Department of Transportation – Transportation Alternatives Program (TAP) Grant funding for the King Street Greenway and Ranger Drive Protected Bike Lanes.

RESOLUTION

WHEREAS, the City of La Crosse Planning and Development Department will be submitting two projects for the 2026-2030 Transportation Alternatives Program Grant Cycle; and

WHEREAS, the above projects have been identified by the Bicycle and Pedestrian Advisory Committee and Planning and Development Department as priority projects to seek funding for; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) requires a local resolution of support should the City be awarded the proposed project(s), executed by a governing body that has the authority to make financial commitments on behalf of the project sponsor; and

WHEREAS, WisDOT requires the City fund 100% of project costs upfront and WisDOT will reimburse up to 80% of the approved and eligible project costs once the project is complete and the City will be responsible for at least 20% of project costs; and

WHEREAS, the 2026-2030 Capital Improvement Plan approved by the Common Council via Resolution 25-0637 included funding matches for the King Street Greenway and the Ranger Drive Protected Bike Lanes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby commits to funding the proposed project(s) up-front through the Capital Budget understanding that upon completion, up to 80% of eligible costs will be reimbursed back to the City, if the City of La Crosse is awarded funding by WisDOT for the 2026-2030 TAP award cycle.

BE IT FURTHER RESOLVED, that upon confirmation of the grant award the project(s) will be set to begin in 2029 or 2030.

BE IT FURTHER RESOLVED, that upon formal confirmation of the grant award by the State, the Mayor and City Clerk are hereby authorized to sign State/Municipal Agreements between the City of La Crosse and the Wisconsin Department of Transportation, within designated funding of the Capital Improvement Projects Budget, or as established by Resolution.

BE IT FURTHER RESOLVED, that the Director of Engineering and Public Works, Director of Planning and Development, and Director of Finance are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

2025 Transportation Alternative Program

Project Cost Estimates*

*These cost estimates are subject to change. Additional costs that may incur include design costs, state review costs, increased construction costs, etc.

Transportation & Utilities - Streetscaping & Lighting

1031 Ranger Drive Protected Bike Lanes

(No Funding in 2026)

Total Funding

\$380,000

New Borrowing: \$380,000



Installation of protected bike lanes along Ranger Drive from George Street to Gillette Street.
Part of the newly adopted Bicycle & Pedestrian Master Plan to address safety and accessibility for all ages and abilities of bicycle users.
Median barrier to be retrofit into existing pavement, as the street is less than 5 years old.

Requesting Department(s): Engineering, Planning and Development
Request Type: Project
Current Status: not designed
Timeline: 2030
Department Point of Contact: Sward, Stephanie

Justification:

What is the request's desired outcome?
protected bike lanes along Ranger Drive.

How will this outcome be measured?
Increased usage among bicyclists of all ages.

What is the methodology used to determine the budget for this project?
Past Engineering Estimates.

Approval & Oversight:

Has request been approved by an oversight board?
No

Is this request part of an approved master plan?
Yes it is part of La Crosse Bicycle and Pedestrian Master Plan dated 8/8/2024

Does this request require regulatory/other outside approval?
No

Outside Funding:

Does this request require the city to contribute funds?
No

Does this request use donated funds?
No

Request Budget	Past	2026	2027	2028	2029	2030	Total
FUNDING SOURCES:							
Borrowing - New Debt Issue	-	-	-	-	-	\$380,000	\$380,000
EXPENDITURE CATEGORIES:							
Streets - Bicycle and Pedestrian Improvements	-	-	-	-	-	\$380,000	\$380,000
SPENDING PLAN:							
Construction/Maintenance	-	-	-	-	-	\$380,000	\$380,000
	-	-	-	-	-	\$380,000	\$380,000

CITY OF LACROSSE ENGINEERING BID TAB							
Contract		Project	Ranger Drive Partial Reconstruct + Bike Lanes & RRFBs				
Date		October 22nd 2025					
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Total
Project/Street-Removals	Required						
	1	5.01	Sawing (Concrete)	LF	525	\$ 3.50	\$ 1,837.50
	2	5.02	Sawing (Bituminous)	LF	4400	\$ 3.50	\$ 15,400.00
	3	10	Remove Concrete Curb & Gutter	LF	5000	\$ 4.50	\$ 22,500.00
	4	11	Remove Concrete Flatwork (Any Thickness)	SF	32000	\$ 1.50	\$ 48,000.00
	5	12.01	Remove Concrete Pavement (Standard)	SY	130	\$ 35.00	\$ 4,550.00
	6	15.01	Remove Bituminous Concrete Pavement (Standard)	SY	3000	\$ 6.75	\$ 20,250.00
	7	20.01	Tree Removal	DI	50	\$ 75.00	\$ 3,750.00
SUBTOTAL- Section 1							\$ 116,287.50
Project/Street-Installations	Required						
	8	100.01	Base Course (Furnished, Compacted, & Graded) (6")	SY	3130	\$ 10.00	\$ 31,300.00
	9	115.03	Concrete Pavement (9")	SY	130	\$ 125.00	\$ 16,250.00
	10	115.05	Concrete Alley (7")	SY	25	\$ 80.00	\$ 2,000.00
	11	115.06	Concrete Apron (6")	SY	550	\$ 80.00	\$ 44,000.00
	12	120.01	Concrete Sidewalk (4")	SF	8500	\$ 7.50	\$ 63,750.00
	13	120.02	Concrete Sidewalk (5")	SF	500	\$ 10.00	\$ 5,000.00
	14	120.03	Concrete Sidewalk (6")	SF	1200	\$ 10.00	\$ 12,000.00
	15	121.01	Detectable Warning Surfaces	SF	240	\$ 55.00	\$ 13,200.00
	16	125.01	Curb & Gutter (Standard)	LF	5000	\$ 26.00	\$ 130,000.00
	17	130.02	Bituminous Concrete Pavement (Res)	SY	3000	\$ 24.00	\$ 72,000.00
	18	140.01	Erosion Control Installation & Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00
	19	145.01	Restoration (Hydro)	SY	1500	\$ 19.00	\$ 28,500.00
	20	150.01	Temporary Traffic Control	LS	1	\$10,000.00	\$ 10,000.00
	21	1000	Microseal	SY	12000	\$ 2.70	\$ 32,400.00
SUBTOTAL- Section 2							\$ 465,400.00
Project/Street-Storm Sewer	Required						
	21	225.01	Replace Catch Basin (Type A)	EA	18	\$ 7,500.00	\$ 135,000.00
SUBTOTAL- Section 3							\$ 135,000.00
Project/Street-Traffic	Required						
	22	911.01	Type 1 Base (standard)	EA	6	\$ 1,000.00	\$ 6,000.00
	23	971.02	Pavement Markings (L)	LS	1	\$10,000.00	\$ 10,000.00
SUBTOTAL- Section 4							\$ 16,000.00
TOTAL-Sections 1-4							\$ 732,687.50
						RRFB Purchase	\$ 40,000.00
						15% contingency	\$ 882,591.00
						80%	\$ 706,072.80
						20%	\$ 176,518.20
						State Review (12%)	\$ 101,110.88
						80%	\$ 80,888.70
						20%	\$ 20,222.18
						Construction Total	\$ 983,701.88
						Plan Development	\$ 88,259.00
						State Review for Design	\$ 50,555.00
						Design Total	\$ 138,815.00
						Total Cost	\$1,122,516.88
						Total City Share	\$ 335,555.38

946 King Street Greenway Extension

2026 Funding	Total Funding
\$250,000	\$1,550,000 New Borrowing: \$1,200,000



The King Street Greenway currently exists from 7th to 22nd Street. The King Street Greenway Extension will be an expansion of the existing greenway which gives multimodal access to many residents and businesses alike. The greenway extension from 3rd to 7th Street will create an essential multi-modal connection to the larger transportation network in La Crosse. The King Street Greenway extension will pass by important community amenities including a grocery store, the MTU Transit Center, Cameron Park, and many more. The plan for King Street Greenway includes temporary painted bump out treatments on 3rd and 4th Street with a raised alley crossing between the two streets. Additionally, between 5th and 7th Street the plan includes curb extensions on all intersections with bioretention planters and rain gardens on portions of each intersection with a pedestrian refuge island on 7th Street. Current estimate does not include utility work.

Requesting Department(s): Engineering; Streets
Request Type: Project
Current Status: Construction Plans Complete
Timeline: 2025 to 2030
Department Point of Contact: Sward, Stephanie

Justification:

What is the request's desired outcome?

The King Street Greenway's desired outcome is to create a vital and safe space for bicyclists and pedestrians of all ages to reach desired destinations including downtown La Crosse, Riverside Park, Cameron Park Farmer's Market, and many more. This project creates an essential multi-modal connection to the larger active transportation network in La Crosse. It will connect to the Riverside Park shared use path, 2nd Street cycle track, 7th Street shared lanes, 17th Street Greenway, and extend to 22nd Street. The King Street Greenway is a priority project in the 2012 Bicycle and Pedestrian Master Plan.

How will this outcome be measured?

Increased usage by bicyclists and pedestrians and decreased crashes along this corridor.

What is the methodology used to determine the budget for this project?

Engineering provided cost estimates and accounted for plan development, state review of design and construction, and construction costs.

Explain why project will take more than one year to complete?

Project design and construction need to be completed in different years and receive approval from the Wisconsin Department of Transportation.

Approval & Oversight:

Has request been approved by an oversight board?

Yes by Bicycle and Pedestrian Advisory Committee on 2/13/2024 (see Registrar 24-0249)

Is this request part of an approved master plan?

Yes it is part of Bicycle and Pedestrian Master Plan (2012) dated 10/10/2012

Does this request require regulatory/other outside approval?

Yes, and it has not received all required approvals yet.

Approvals Received: No

Approvals Remaining: Board of Public Works and Wisconsin Department of Transportation.

Outside Funding:

Does this request require the city to contribute funds?

No

Does this request use donated funds?

No

Request Budget	Past	2026	2027	2028	2029	2030	Total
FUNDING SOURCES:							
Borrowing - New Debt Issue	-	-	-	-	\$600,000	\$600,000	\$1,200,000
Other - TIF Increment - 11	\$100,000	\$250,000	-	-	-	-	\$350,000
EXPENDITURE CATEGORIES:							
Planning and Community Development - Miscellaneous	\$100,000	\$250,000	-	-	-	-	\$350,000
Streets - Bicycle and Pedestrian Improvements	-	-	-	-	\$600,000	\$600,000	\$1,200,000
SPENDING PLAN:							
Construction/Maintenance	-	\$250,000	-	-	\$600,000	\$600,000	\$1,450,000
Planning/Design	\$100,000	-	-	-	-	-	\$100,000
	\$100,000	\$250,000	-	-	\$600,000	\$600,000	\$1,550,000

King Street Greenway													
City of La Crosse													
Note: Does not include the 6th St. intersection													
10/27/2025													
Item Description	Unit	Unit Price	Quant	Total	Quant	Total	Quant	Total	Quant	Total	Whole Project	Total	
			3rd St-4th St		4th St-5th St		5th St-6th St		6th St.-7th St				
CIVIL SITE													
Remove Concrete Curb & Gutter	LF	\$6.00	160	\$960.00	90	\$540.00	730	\$4,380.00	425	\$2,550.00	1405	\$8,430.00	
Remove Bituminous Pavement	SY	\$6.00	238	\$1,428.00	86	\$516.00	919	\$5,514.00	664	\$3,984.00	1907	\$11,442.00	
Remove Concrete Pavement	SY	\$10.00	50	\$500.00	15	\$150.00	50	\$500.00	50	\$500.00	165	\$1,650.00	
Remove Storm Sewer Pipe	LF	\$30.00	0	\$0.00	20	\$600.00	0	\$0.00	10	\$300.00	30	\$900.00	
Remove Storm Structure	EA	\$950.00	0	\$0.00	2	\$1,900.00	0	\$0.00	1	\$950.00	3	\$2,850.00	
Sawing Concrete Pavement	LF	\$20.00	30	\$600.00	20	\$400.00	50	\$1,000.00	72	\$1,440.00	172	\$3,440.00	
Sawing Bituminous Pavement	LF	\$4.50	110	\$495.00	140	\$630.00	945	\$4,252.50	715	\$3,217.50	1910	\$8,595.00	
Salvage and Replace Brick Pavers	LS	\$12,000.00	0	\$0.00	0	\$0.00	0.25	\$3,000.00	0.25	\$3,000.00	0.5	\$6,000.00	
Inlet Protection	EA	\$150.00	2	\$300.00	2	\$300.00	2	\$300.00	2	\$300.00	8	\$1,200.00	
Erosion Control	LS	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00	4	\$8,000.00	
Traffic Control	LS	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	4	\$10,000.00	
Crushed Aggregate Base Course	TON	\$32.00	85	\$2,720.00	20	\$640.00	110	\$3,520.00	100	\$3,200.00	315	\$10,080.00	
Asphaltic Pavement 4 Inch	TON	\$175.00	10	\$1,750.00	10	\$1,750.00	70	\$12,250.00	50	\$8,750.00	140	\$24,500.00	
Sycrete Pavement 7-Inch	SY	\$115.00	190	\$21,850.00	0	\$0.00	0	\$0.00	0	\$0.00	190	\$21,850.00	
Curb and Gutter - Standard	LF	\$75.00	100	\$7,500.00	120	\$9,000.00	750	\$56,250.00	500	\$37,500.00	1470	\$110,250.00	
Epoxy Pavement Markings	SF	\$5.00	2350	\$11,750.00	0	\$0.00	0	\$0.00	0	\$0.00	2350	\$11,750.00	
Pavement Marking & Signage	LS	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1	\$2,500.00	4	\$10,000.00	
Concrete Sidewalk - 6-Inch	SF	\$18.00	240	\$4,320.00	150	\$2,700.00	70	\$1,260.00	370	\$6,660.00	830	\$14,940.00	
Curb Ramp Detectable Warning Field	SF	\$80.00	24	\$1,920.00	24	\$1,920.00	40	\$3,200.00	72	\$5,760.00	160	\$12,800.00	
Bioretention Curb Cut Grates	EA	\$250.00	0	\$0.00	0	\$0.00	17	\$4,250.00	13	\$3,250.00	30	\$7,500.00	
Storm Sewer 18-Inch	LF	\$120.00	0	\$0.00	90	\$10,800.00	70	\$8,400.00	65	\$7,800.00	225	\$27,000.00	
Storm Catch Basin	EA	\$4,500.00	0	\$0.00	5	\$22,500.00	3	\$13,500.00	3	\$13,500.00	11	\$49,500.00	
48-Inch Manhole	EA	\$5,000.00	0	\$0.00	0	\$0.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	
Mobilization	LS	\$50,000.00	0.15	\$7,500.00	0.1	\$5,000.00	0.45	\$22,500.00	0.3	\$15,000.00	1	\$50,000.00	
BIORETENTION PLANTER AREAS											0	\$0.00	
Decorative Boulder	EACH	\$ 280.00	0	\$0.00	0	\$0.00	18	\$5,040.00	18	\$5,040.00	36	\$10,080.00	
Stacked Limestone Flagstone at curb cuts	EACH	\$ 500.00	0	\$0.00	0	\$0.00	17	\$8,500.00	13	\$6,500.00	30	\$15,000.00	
Cobble Drystream	CY	\$ 260.00	0	\$0.00	0	\$0.00	12	\$3,120.00	7	\$1,924.00	19	\$5,044.00	
Shredded Hardwood Mulch	CY	\$ 50.00	0	\$0.00	0	\$0.00	53	\$2,671.30	33	\$1,627.31	86	\$4,298.61	
Engineered Soil	CY	\$ 80.00	0	\$0.00	0	\$0.00	321	\$25,644.44	195	\$15,622.22	516	\$41,266.67	
Gravel Storage Layer	CY	\$ 80.00	0	\$0.00	0	\$0.00	71	\$5,698.77	43	\$3,471.60	115	\$9,170.37	
Sand/Native soil interface layer	CY	\$ 80.00	0	\$0.00	0	\$0.00	107	\$8,548.15	65	\$5,207.41	172	\$13,755.56	
Soil Separation Fabric	SY	\$ 6.00	0	\$0.00	0	\$0.00	641	\$3,846.67	391	\$2,343.33	1032	\$6,190.00	
Tree	EACH	\$ 1,300.00	0	\$0.00	0	\$0.00	10	\$13,000.00	10	\$13,000.00	20	\$26,000.00	
Perennials and Ornamental Grasses	SF	\$ 6.00	0	\$0.00	0	\$0.00	5250	\$31,500.00	2995	\$17,970.00	8245	\$49,470.00	
INTERSECTION PLANTING AREAS													
Topsoil	CY	\$ 60.00	38	\$2,266.67	27	\$1,616.67	69	\$4,116.67	57	\$3,410.00	190	\$11,410.00	
Shredded Hardwood Mulch	CY	\$ 50.00	6	\$314.81	4	\$224.54	11	\$571.76	9	\$473.61	32	\$1,584.72	
Shrubs, Perennials and Ornamental Grasses	SF	\$ 6.00	680	\$4,080.00	485	\$2,910.00	1235	\$7,410.00	1023	\$6,138.00	3423	\$20,538.00	
TREE PITS/SOIL CELLS													
Pavement Support System	SF	\$ 30.00	2240	\$67,200.00	560	\$16,800.00	840	\$25,200.00	840	\$25,200.00	4480	\$134,400.00	
Tree	EACH	\$ 1,300.00	8	\$10,400.00	2	\$2,600.00	3	\$3,900.00	3	\$3,900.00	16	\$20,800.00	
Perennials and Ornamental Grasses	PER TREE	\$ 750.00	8	\$6,000.00	2	\$1,500.00	3	\$2,250.00	3	\$2,250.00	16	\$12,000.00	
		Total		\$160,854.48		\$91,997.20		\$307,094.25		\$238,738.99		\$798,684.93	
											Engineering (15%)	\$119,802.74	
											Contingency (10%)	\$79,868.49	
*Estimates exclude work from Front St. to 3rd St. and the 6th St intersection												Total	\$998,356.16
											80%	\$798,684.93	
											20%	\$199,671.23	
											State Review (12%)	119802.72	
											80%	\$ 95,842.18	
											20%	\$ 23,960.54	
											Construction Total	\$1,118,158.88	
											Design Total	\$ 250,000.00	
											Total Cost	\$1,368,158.88	
											Total City Share	\$593,434.51	

From: Kevin Hundt <kevinhundt0@gmail.com>
Sent: Thursday, October 23, 2025 6:57 PM
To: ZZ City Clerk External
Subject: Re: Opposing 25-1253

*** **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. ***

Would you please also attach this comment to 25-1245

Thank you
Kevin Hundt

On Sun, Oct 12, 2025 at 10:26 AM Kevin Hundt <kevinhundt0@gmail.com> wrote:

\$1.2 million is a completely absurd amount of money to spend on a street which is already extremely low-traffic and accessible by bicyclists of all skill levels.

As with the 2nd Street cycle track, which was approved only after ~40 minutes of debate and interrogation of city staff in the Council meeting (meaning there was no time for public comment on those details), without a highly specific map of precisely what will be installed where and what changes will be made, neither the Bike-Ped Committee, Council, nor the general public can even start to comment, much less make an informed decision on this. Before this debt is approved, the Council should at least require due diligence of including the plan in the Legistar file where they can be assessed by the public. If that would mean splitting this project into a design phase and then a separate resolution to approve funding for construction, then please do that.

King Street should be considered an extremely low priority for bike-ped upgrades in comparison to more important projects such as removing the trip hazards that have been installed at crosswalks all over downtown this year, fixing the gravel pit in the marsh, adding a connection to the trail from the south-west corner of the Copeland Ave bridge by City Hall, adding paint and signs at the end of multiple bike lanes to direct cyclists away so they aren't unceremoniously dumped into traffic, etc.

\$1.2 million would be enough to house every single homeless person in the city for a year, upgrade the MTU to 24/7 service, or hire almost six city administrators.

Please do not approve this expenditure, at least not without thorough design documents being added to the Legistar file with enough time for public comment.

Kevin Hundt, La Crosse



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1246

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving Amendment to Ticketing Agreement between the City of La Crosse and Ticketmaster LLC

RESOLUTION

WHEREAS, the La Crosse Center Ticketing Agreement between the City of La Crosse and Ticketmaster LLC. expires April 30, 2026, and

WHEREAS, La Crosse Center Board has approved the Amendment to the ticketing agreement at its regular monthly meeting on October 21, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Amendment to the new ticketing agreement between the City of La Crosse and Ticketmaster LLC be executed with the term expiring April 30, 2031.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to execute any documents needed to extend said agreement.

BE IT FURTHER RESOLVED that the Director of the Parks, Recreation and Forestry Department and Finance Director are hereby authorized to take any and all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into and made effective as of October __, 2025 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and The City of La Crosse, Wisconsin, a Wisconsin municipality ("Principal"), with reference to the following:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of May 1, 2009, as amended by that certain Amendment to Licensed User Agreement dated as of February 20, 2014, and that certain Amendment to Licensed User Agreement dated as of May 8, 2014 (as amended, the "Agreement").

B. Ticketmaster and Principal desire to amend the Agreement in certain respects as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree, effective as of the Effective Date (unless otherwise expressly set forth in this Amendment), as follows:

1. Defined Terms.

(a) Capitalized Terms. The meanings of capitalized terms used and not otherwise defined within this Amendment have the meanings assigned to them in the Agreement.

(b) Attractions Definition. The definition of "Attraction" set forth in Section 17 of the Agreement is deleted in its entirety and replaced with the following definition:

"Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility, with the exception of any Wisconsin Interscholastic Athletic Association State Team Wrestling Tournament events.

2. Extension of Term. The Term of the Agreement, as modified by this Amendment, is extended for a and shall expire on April 30, 2031. Thereafter, the Term of the Agreement shall be automatically renewed for successive three (3) year periods unless either party notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the then current renewal period, of its intention not to renew the Agreement. Each twelve (12) month period during the Term commencing on May 1 and continuing through the following April 30 shall be a "Contract Year" as such term is used in the Agreement.

3. Financial Considerations. Exhibit A of the Agreement is deleted in its entirety and replaced with Exhibit A attached to this Amendment.

4. TM+ (Ticket Resale). Ticketmaster shall enable its integrated primary and secondary market ticketing sale/resale capabilities which enable consumers searching for Tickets to an Attraction to simultaneously view Tickets available for initial sale directly by Principal pursuant to the Agreement in addition to Tickets available for resale from other consumers (collectively, "TM+"), in accordance with the terms and conditions set forth in Exhibit C attached to this Amendment and incorporated in the Agreement by this reference.

5. TM1 Engagement. Ticketmaster shall provide Principal with use of an email permission marketing tool powered by a third-party enterprise-level interactive software and marketing provider, and which shall be integrated with the TM System ("TM1 Engagement") in accordance with the terms and conditions set forth in Exhibit D attached to this Amendment and incorporated in the Agreement by this reference. The term "Software" as defined in the Agreement shall not be deemed to include TM1 Engagement, it being acknowledged that TM1 Engagement is a third-party software solution. The parties acknowledge and agree that TM1 Engagement replaces Ticketmaster's former email marketing tool terms and conditions relating to TM MailManager; accordingly, effective as of the Effective Date of this Amendment, the defined term "TM MailManager" and all terms and conditions relating to such term set forth in the Agreement are hereby deleted, and shall be null, void and of no further force or effect.

6. Platinum Tickets and VIP Packages. The terms and conditions set forth in Exhibit E attached to this Amendment and incorporated in the Agreement by this reference shall apply in connection with the sale of Platinum Tickets and VIP Packages.

7. Data Processing. Principal's and Ticketmaster's Processing (as defined in Addendum 1) of Purchaser Data shall be in compliance with Addendum 1 attached to this Amendment and incorporated in the Agreement by this reference.

8. Conflicting Terms. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth in this Amendment to the contrary, all terms and conditions of the Agreement are in full force and effect, shall continue in full force and effect throughout the Term and are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

THE CITY OF LA CROSSE, WISCONSIN,
a Wisconsin municipality

By: _____

By: _____

Title: _____

Title: Mayor of the City of La Crosse

Name:

Name: Shaundel Washington-Spivey

Date: _____

Date: _____

EXHIBIT A

FINANCIAL CONSIDERATIONS

1. CHARGES AND FEES.

(a) Convenience Charge (Per Ticket): The Convenience Charges shall be as follows:

<u>Face Value of Ticket</u>	<u>Convenience Charge (per Ticket)</u>
All Face Values	15% of Face Value per Ticket

(b) Inside Charges:

<u>Type of Ticket</u>	<u>Inside Charge</u>
Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.00 per Ticket
Tickets sold via Ticketmaster distribution channels	\$0.00 per Ticket

(c) Delivery Fees:

(i) Mail Fee: Ticketmaster shall be entitled to assess and retain a fee in the amount of \$5.00 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee").

(ii) Will Call Fee: Ticketmaster shall be entitled to assess a fee in the amount of \$5.00 per order against purchasers of Tickets using the will call method of Ticket fulfillment ("Will Call Fee") and shall pay Principal the entirety of such Will Call Fee, less Payment Processing Fees (calculated at the rate set forth in this Agreement) on such amount.

2. Electronic Payment Fees:

<u>Type of Sale</u>	<u>Percentage Rate</u>
Ticketmaster distribution channels	2.46% of Face Value of Tickets
Principal Sales using TM Charge	2.46% of Face Value of Tickets

Any percentage rates set forth above are subject to automatic increase due to increases in the interbank rates imposed on Ticketmaster.

3. ADDITIONAL COMPENSATION.

(a) Royalties: With respect to each of the following fees received (and not refunded) by Ticketmaster, Principal shall be entitled to receive Ticket sales royalties ("Royalties") from Ticketmaster in the amounts set forth below:

<u>Type of Royalty</u>	<u>Amount of Royalty</u>
Convenience Charge	37% of the Convenience Charge

Notwithstanding the above, Electronic Payment Fees and Attraction Taxes may be deducted from the applicable fees before the Royalties are calculated. Any Royalties due Principal will be paid by Ticketmaster together with payment of the related Ticket Receipts in accordance with the settlement procedures of the Agreement.

(b) Hardware Credit: Ticketmaster shall provide Principal with a one-time credit ("Hardware Credit") in the amount of Thirty-Two Thousand Dollars (\$32,000) to be used by Principal as a credit against Ticketmaster's purchase of certain Hardware for Principal's use in connection with this Agreement. Any unused amount of the Hardware Credit shall be forfeited upon the termination or expiration of this Agreement. The Hardware Credit, having no cash value, shall not be payable directly to Principal. To the extent Ticketmaster's purchase of additional Hardware for Principal's use at any time exceeds the

aggregate amount of the Hardware Credit during the Term, Ticketmaster shall invoice Principal for, and Principal shall pay to Ticketmaster within thirty (30) days of invoice receipt, such incremental amount in excess of the Hardware Credit. In the event Principal fails to pay such invoice in full when due, Ticketmaster may deduct the unpaid amount of such invoice from the settlements otherwise due and owing to Principal under this Agreement. Unless otherwise mutually agreed upon by the parties, any equipment purchased using the Hardware Credit or invoiced to Principal pursuant to this Section shall be deemed "Hardware" as defined in this Agreement and shall be subject to all terms and conditions relating to Hardware set forth in the Agreement.

(c) Sponsorship Payment: In lieu of the Advertising Allowance set forth in Section 3(d) of the Agreement, which provision is hereby deleted and shall be null, void and of no further force or effect, Ticketmaster shall pay Principal an annual payment (the "Sponsorship Payment") to advertise and promote Ticketmaster as the source for advance Tickets to Attractions in the amount of Fifteen Thousand Dollars (\$15,000) per Contract Year, payable within thirty (30) days of the start of each Contract Year. In consideration for the Sponsorship Payment, Principal shall provide Ticketmaster a set of sponsorship/media assets, links, integrations and designations (collectively, "Sponsorship Assets") equivalent in value to the total amount of the Sponsorship Payment, which Sponsorship Assets shall be mutually agreed to by the parties. Ticketmaster's agreement to provide the Sponsorship Payment to Principal is further conditioned upon Ticketmaster's exclusive right to sell at least thirty-five thousand (35,000) Tickets (the "Sales Threshold") via Ticketmaster distribution channels for which Ticketmaster receives (and does not refund) a Convenience Charge during each Contract Year. In the event the Sales Threshold has not been reached on or before expiration of a Contract Year for any reason, or in the event the Agreement terminates early before expiration of a Contract Year for any reason and the Sales Threshold has not been reached as of the date of such early termination, then Principal shall remit to Ticketmaster, within fifteen (15) days, an amount equal to Forty-Three Cents (\$0.43) for each remaining unsold Ticket comprising the Sales Threshold.

EXHIBIT C

TM+ (TICKET RESALE)

1. Activation of TM+. Ticketmaster shall activate TM+ for all Attractions in accordance with the terms set forth in this Exhibit below.

2. TM+ Sales Transaction Terms.

(a) For any primary market Ticket inventory sold through TM+, Ticketmaster shall assess the fees and settle the proceeds of such sales with Principal in accordance with the terms and conditions for such transactions set forth in this Agreement.

(b) For any secondary market Ticket inventory sold through TM+, Ticketmaster shall assess its standard fees against the buyers and sellers of such tickets in amounts as determined by Ticketmaster and settle the proceeds of such sales with the applicable Ticket reseller in accordance with Ticketmaster's published policies.

3. TM+ Revenue Share. Principal shall be entitled to receive from Ticketmaster ten percent (10%) of the Net Resale Revenue collected (and not refunded or subject to Chargeback) by Ticketmaster on account of secondary market Ticket sales through TM+ (the "TM+ Revenue Share").

4. Net Resale Revenue Definition and Calculation. The term "Net Resale Revenue" means the gross amount collected from the new purchaser of a secondary market inventory Ticket via TM+ less (i) the proceeds paid to the Ticket seller, (ii) an amount equal to 3.5% of the gross amount collected from the new purchaser (to cover Payment Processing Fees and Chargebacks), (iii) any applicable Attraction Taxes, and (iv) the actual out-of-pocket customer acquisition costs for TM+ (e.g., costs to unaffiliated third parties on search engine marketing (SEM) or commissions to third-party affiliates of Ticketmaster linking consumers to TM+) that are incurred by Ticketmaster for any Attraction.

5. TM+ Revenue Share Settlements. The TM+ Revenue Share will be paid to Principal on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30th) day of the month following each calendar quarter. In the event any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to Principal becomes a Cancelled Attraction, Principal shall promptly repay to Ticketmaster the amount of such TM+ Revenue Share payments in respect of such Cancelled Attraction. Each settlement relating to the TM+ Revenue Share pursuant to this Exhibit shall be accompanied by a report of the applicable transactions during such settlement period.

EXHIBIT D

TM1 ENGAGEMENT

- 1. Activation of TM1 Engagement.** At Principal's optional election upon written notice (email sufficing) to Ticketmaster, Ticketmaster shall make TM1 Engagement available for Principal's use in exchange for the fees set forth in the attached Schedule 1. At the time of TM1 Engagement activation, Principal shall select an annual plan. During the Term, Principal shall have the opportunity to upgrade Principal's current plan to a higher one, or downgrade to any lower plan, upon written notice to Ticketmaster and payment of the new annual fee; provided, such new plan shall not take effect until the beginning of the next Contract Year. For avoidance of doubt, any unsent emails comprising the annual sent messages threshold and any unused Ticketmaster professional services hours for Principal's plan during each Contract Year shall expire at the conclusion of each such Contract Year, and no TM1 Engagement credit of any kind shall be provided to Principal in connection with such unsent emails and/or unused hours.
- 2. Payment Terms.** Ticketmaster shall invoice Principal for the full amount of the annual fee applicable for Principal's current plan at the beginning of each Contract Year; provided, for any partial Contract Year remaining following the date of TM1 Engagement activation, Principal will be invoiced upon TM1 Engagement activation a pro rata amount of the annual fee applicable for Principal's selected plan (based on a pro-rated number of emails and professional services hours for such plan). In the event Principal exceeds the email threshold for Principal's current plan in any Contract Year, Principal will be invoiced for the incremental amount of the annual fee applicable to such higher volume of emails sent.
- 3. Elective Services and Fees.** In the event Principal elects to purchase additional Principal user licenses and/or additional Ticketmaster professional services hours, in each case, for any given Contract Year to supplement the number of user licenses and professional services hours included in Principal's plan for such Contract Year as set forth in Schedule 1, Ticketmaster shall invoice Principal for the additional fees applicable in connection therewith at the time of such election. In the event Principal elects to activate Ticketmaster's Premium Automation Package in accordance with the terms set forth in Schedule 1, Ticketmaster shall invoice Principal for the additional annual fee applicable in connection therewith at the time of such election and at the beginning of each Contract Year thereafter, it being understood that any activation of Ticketmaster's Premium Automation Package shall be for the remaining Term (and not just for the remainder of the then-current Contract Year). In the event Principal fails to pay any TM1 Engagement related invoice in full within thirty (30) days of issuance, Ticketmaster may deduct the unpaid amount of such invoice from the settlements otherwise due and owing to Principal under this Agreement, or Ticketmaster may elect to terminate the provision of TM1 Engagement services.
- 4. Maintenance and Support.** Ticketmaster shall provide all necessary maintenance and service support with respect to the use of TM1 Engagement, as described in the attached Schedule 2. Ticketmaster agrees to absorb all fees and other amounts due to any third party in connection with the use of TM1 Engagement, and related support costs.
- 5. Use of TM1 Engagement.** Principal agrees to use TM1 Engagement only in compliance with all applicable laws and administrative rulings and in accordance with Ticketmaster's posted privacy policies. Principal shall also include in any email communications that Principal may send using TM1 Engagement a mechanism to provide the recipient with the right to "opt-out" from receiving further email communications from Principal and Principal shall honor such opt-out preferences. Ticketmaster shall have no liability for any email communications conducted by Principal.

Schedule 1

Plan	Annual Sent Messages			Annual Fee*	Number of Principal User Licenses Included**	Number of Ticketmaster Professional Services Hours Included***	Ticketmaster's Premium Automation Package****
Base	0	to	1,000,000	\$3,500	2	1 hour (Q&A call)	NOT INCLUDED
Plan 1	1,000,001	to	2,000,000	\$5,000	2	5 hours/ year	
Plan 2	2,000,001	to	4,000,000	\$10,500	3	10 hours/year	
Plan 3	4,000,001	to	6,000,000	\$14,000	3	15 hours/year	
Plan 4	6,000,001	to	12,000,000	\$21,000	3	20 hours/year	
Plan 5	12,000,001	to	18,000,000	\$28,000	3	25 hours/year	
Plan 6	18,000,001	to	30,000,000	\$35,000	4	30 hours/year	
Plan 7	30,000,001	to	48,000,000	\$42,000	4	35 hours/year	
Plan 8	48,000,001	or	More	Custom Pricing	Custom	Custom	

*The annual fees for each plan set forth above shall be subject to automatic increase on the first day of each successive Contract Year following the date of TM1 Engagement activation in the amount of 5% of the previous Contract Year's annual fees.

**Additional user licenses may be purchased by Principal for \$600 per additional user license / per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. Principal shall notify Ticketmaster of its election to purchase additional user licenses during each Contract Year for which Principal intends to use such additional user licenses, and Principal's election to purchase additional user licenses during any Contract Year shall not carry forward into the continued use of such additional user licenses during any subsequent Contract Year.

***Notwithstanding the chart above, the number of Ticketmaster professional service hours included in any annual plan for which Ticketmaster has waived or has otherwise provided a credit or discount towards Principal's annual fee shall be zero (0) hours except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. The amount of any unused Ticketmaster professional service hours included in any annual plan shall not be available for use in any subsequent Contract Year but shall expire at the conclusion of the Contract Year to which they apply, or upon the termination or expiration of this Agreement, whichever is earlier. Additional Ticketmaster professional service hours may be purchased by Principal at the rate of \$250 per additional hour, or at the bulk discount rate of \$225 per additional hour where Principal purchases fifty (50) or more hours in a single transaction, it being understood any such hours (including any of those purchased in bulk), consistent with the terms set forth above, shall expire at the conclusion of the Contract Year for which they were purchased, or upon the termination or expiration of this Agreement, whichever is earlier.

****Principal may elect to activate Ticketmaster's Premium Automation Package as an optional add-on for \$1,200 per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. For clarity, standard two-touch welcome automations are included with each annual plan and do not require activation of Ticketmaster's Premium Automation Package. Any activation of Ticketmaster's Premium Automation Package shall be for the remainder of the Term (and not solely for the remainder of the then-current Contract Year).

Schedule 2

Plan		Annual Sent Messages		TM1 Engagement Support
Base	0	to	1,000,000	• Unlimited issue resolution technical support v • Ticketmaster product support • Implementation services • Industry-specific web-based training • Industry-specific user guides • Industry-specific best practices documentation and webinars • Deliverability support
Plan 1	1,000,001	to	2,000,000	
Plan 2	2,000,001	to	4,000,000	
Plan 3	4,000,001	to	6,000,000	
Plan 4	6,000,001	to	12,000,000	
Plan 5	12,000,001	to	18,000,000	
Plan 6	18,000,001	to	30,000,000	
Plan 7	30,000,001	to	48,000,000	
Plan 8	48,000,001	or	More	

EXHIBIT E

PLATINUM TICKETS AND VIP PACKAGES

1. Definitions.

“Platinum Tickets” means any market- and/or demand-priced Tickets for a select category of seats at an Attraction (e.g., resulting from proximity to the stage or other superior amenities) as mutually determined by Principal and Ticketmaster.

“Platinum Ticket Fee” means a fee assessed by Ticketmaster against each Platinum Ticket purchaser in an amount equal to twenty percent (20%) of the Platinum Ticket Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales) for each Platinum Ticket sold by Ticketmaster. Additionally, Ticketmaster shall charge Principal a “Platinum Platform Fee” in an amount equal to five percent (5%) of the Platinum Ticket Price, which shall be deducted from the Platinum Proceeds as an Inside Charge prior to settlement. The Platinum Ticket Fee and the Platinum Platform Fee payable to Ticketmaster in connection with each sale of a Platinum Ticket shall be in lieu of any per Ticket fee otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

“Platinum Ticket Price” means the total price a purchaser pays for a Platinum Ticket sold by Ticketmaster, inclusive of applicable Attraction Taxes, but exclusive of the Platinum Ticket Fee and any applicable per order delivery and Processing Fees. The Platinum Ticket Price shall initially be established by Principal in consultation with Ticketmaster, and any subsequent adjustments to the Platinum Ticket Price shall be administered in accordance with parameters accepted by Principal in advance.

“Platinum Proceeds” means the Platinum Ticket Price collected by Ticketmaster, exclusive of the Platinum Platform Fee.

“VIP Package” means a Ticket package sold by Ticketmaster which entitles the purchaser of the Ticket to additional benefits to be fulfilled by Principal and/or the third party presenting the applicable Attraction (e.g., the promoter, artist and/or performing act) (any such third party, an “Attraction Presenter”), including access to unique experiences surrounding the Attraction and/or merchandise.

“VIP Package Fee” means a fee assessed by Ticketmaster in an amount equal to twenty percent (20%) of the VIP Package Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales), which amount shall be charged to the VIP Package purchaser in addition to the VIP Package Price. Additionally, where Principal or the applicable Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster’s artist services division in connection with the applicable VIP Package offer, Ticketmaster shall charge Principal a “VIP Platform Fee” in an amount equal to ten percent (10%) of the VIP Package Lift, which shall be deducted from the VIP Package Proceeds as an Inside Charge prior to settlement. The VIP Package Fee and the VIP Platform Fee (if applicable) payable to Ticketmaster in connection with each sale of a VIP Package shall be in lieu of any per Ticket fee otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

“VIP Package Lift” means, as to each VIP Package, the VIP Package Price less the Face Value of the applicable Ticket included in such VIP Package.

“VIP Package Price” means the total price of the VIP Package paid by the purchaser as established by Principal, inclusive of the Face Value of the Ticket and applicable Attraction Taxes, but exclusive of the VIP Package Fee and any applicable per order delivery fees.

“VIP Package Proceeds” means the VIP Package Price collected by Ticketmaster, exclusive of the VIP Platform Fee (if applicable).

2. Platinum Tickets.

(a) Platinum Ticket Set-Up Information. Principal will provide Ticketmaster with notice of its intent to have Ticketmaster enable a Platinum Ticket offer for any applicable Attraction and shall provide Ticketmaster with required Set-Up Information in respect of such offer so that Ticketmaster may set up the offer for sale through Ticketmaster distribution channels.

(b) Platinum Ticket Settlement. Ticketmaster shall pay Principal the Platinum Proceeds for each Platinum Ticket sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Principal shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Price (inclusive of the Platinum Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the Platinum Ticket Price directly to the applicable taxing authority on behalf of Principal, the Platinum Proceeds payable to Principal shall be reduced by such Attraction Taxes remitted by Ticketmaster. Except as otherwise provided above, settlements of Platinum Ticket sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(c) Platinum Ticket Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the amount of twenty percent (20%) of each Platinum Ticket Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any Platinum Ticket Fee shall be deducted from the Platinum Ticket Fees before the Platinum Ticket Fee royalties are calculated. Platinum Ticket Fee royalties shall be paid to Principal during a calendar week along with the settlement of Ticket Receipts for the applicable week.

3. VIP Packages.

(a) VIP Package Information. Principal will provide Ticketmaster with reasonable advance written notice of its intention to have Ticketmaster enable a VIP Package, which notice shall include an accurate and complete description of the VIP Package content, applicable dates for the sales campaign, and any other information reasonably requested by Ticketmaster (the “VIP Package Information”). Notwithstanding anything to the contrary in this Agreement, Ticketmaster shall not be obligated to offer a VIP Package for an Attraction if, in the reasonable discretion of Ticketmaster, the VIP Package is not appropriate for sale via Ticketmaster distribution channels. Ticketmaster and Principal will work together to develop appropriate messaging to inform all purchasers of VIP Package elements and benefits. Ticketmaster shall have final control over any messaging on Ticketmaster distribution channels and reserves the right to reject any messaging proposed by Principal for any reason, including size constraints. Notwithstanding the foregoing, Ticketmaster shall have no responsibility or liability in the event information (including VIP Package Information) provided to Ticketmaster by Principal relating to the VIP Package is incorrect or incomplete, and Principal shall defend, indemnify and hold Ticketmaster’s Indemnitees harmless against any Claims occurring as a result of or in connection with the VIP Package Information.

(b) VIP Package Fulfillment.

(i) Ticketmaster Responsibilities. Ticketmaster will control access to the VIP Package by distributing to each applicable purchaser a unique barcode, digital token or other evidence of purchase which will allow the purchaser to redeem the VIP Package elements from Principal. Ticketmaster shall be responsible solely for enabling such evidence of purchase for each purchaser to use, for customer service inquiries relating to such evidence of purchase, and for providing instructions for redemption

(e.g., the time frames during which redeeming purchasers may redeem the VIP Package elements, the relevant customer service contact information for purposes of handling customer support issues relating to such redemption, etc.).

(ii) Principal Responsibilities. If applicable, Principal shall allow purchasers to redeem the VIP Package elements at the Attraction. Principal shall: (A) perform, or shall cause the applicable Attraction Presenter to perform, all fulfillment, redemption and delivery obligations, and customer service related to the fulfillment and delivery of VIP Package elements, and all associated costs, and (B) defend, indemnify and hold Ticketmaster's Indemnitees harmless against any Claims occurring as a result of or in connection with the fulfillment, redemption and delivery of the VIP Package elements.

(c) VIP Package Settlement.

(i) Ticketmaster shall pay Principal the VIP Package Proceeds for each VIP Package sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Notwithstanding anything to the contrary in this Agreement, (A) Principal shall not receive such payment, nor shall a sale be deemed to have been made, if any VIP Package is the subject of a Chargeback or for which Ticketmaster refunds the Ticket portion of the VIP Package, and (B) where Ticketmaster has entered into an agreement directly with the Attraction Presenter (a "Presenter VIP Agreement") pursuant to which the Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster's artist services division in connection with the applicable VIP Package offer on a tour-wide basis for events that are on the same tour as the applicable Attraction held at the Facility, such VIP Packages sold in connection with the Attraction at the Facility shall be governed by the terms of the Presenter VIP Agreement, and the VIP Package Proceeds for such offers will be settled with the Attraction Presenter (exclusive of the Ticket Face Value, which will be settled with Principal pursuant to the terms of this Agreement); provided, Principal shall be entitled to the VIP Package Fee royalties described in subsection (d) below with respect to such offers.

(ii) Principal agrees that it shall be responsible for all refunds related to the VIP Package elements, and to the extent Ticketmaster receives any VIP Package element refund requests, Ticketmaster shall refer the purchaser to the customer service contact information provided by Principal to Ticketmaster for such customer service issues. In no event shall Ticketmaster be liable for a refund of the VIP Package elements. In addition, Principal shall be responsible for all Chargebacks related to the VIP Packages, and Ticketmaster shall have the right to deduct amounts due for Chargebacks from the VIP Package Proceeds otherwise payable by Ticketmaster to Principal. In the event such VIP Package Proceeds are inadequate to cover actual Chargebacks, Principal shall be responsible for, and shall refund to Ticketmaster within ten (10) days of Ticketmaster's written notice all amounts related to such Chargebacks.

(iii) Principal shall be responsible for remitting Attraction Taxes applicable to the VIP Package Price (inclusive of the VIP Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the VIP Package Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the VIP Package Price directly to the applicable taxing authority on behalf of Principal, the VIP Package Proceeds payable to Principal shall be reduced by such Attraction Taxes remitted by Ticketmaster. Except as otherwise provided above, settlements of VIP Package sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(d) VIP Package Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the amount of twenty percent (20%) of each VIP Package Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any VIP Package Fee shall be deducted from the VIP Package Fees before the VIP Package Fee royalties are calculated. VIP Package Fee royalties shall be paid to Principal during a calendar week along with settlement of Ticket Receipts for the applicable week.

ADDENDUM 1

DATA PROCESSING TERMS

In connection with the Agreement, the parties anticipate that they will process Personal Information (as defined below) in the form of Purchaser Data. To the extent that the parties will process such Personal Information, the parties agree to the following terms for the purposes of ensuring compliance with Applicable Laws, including the handling of consumer rights requests.

DEFINITIONS

"Applicable Laws" means any federal, state, provincial or local laws, rules, or regulations, including without limitation federal, state, or local privacy and data security laws, and regulations applicable to Ticketmaster's services, including the California Consumer Privacy Act of 2018, Cal. Civ. Code 1798.100 et seq. ("**CCPA**").

"Purchaser Data" means any information, including Personal Information, with respect to persons who actually purchased Tickets to the Attractions through the TM System.

"Purchaser Data Breach" means a data breach, as defined by Applicable Laws, impacting Purchaser Data processed by or under the direction of the parties.

"Personal Information" means any information that: (i) identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or household; (ii) can be used in conjunction with other personal or identifying information to identify or locate a specific individual; or (iii) is defined as "Personal Information", "PII", "Personally Identifiable Information", or "Personal Data" by Applicable Laws relating to the collection, use, storage and/or disclosure of information about an identifiable individual.

"Process" or **"Processing"** means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, retention, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Purposes" means using or disclosing the Purchaser Data to: (i) provide or improve products/services; (ii) monitor and improve information/physical security; (iii) send marketing communications; (iv) evaluate customer behavior; and (v) develop customer insights.

"Sensitive Personal Information" means (1) Personal Information that reveals (A) a consumer's social security, driver's license, state identification card, or passport number; (B) a consumer's account log-In, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a consumer's precise geolocation; (D) a consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a consumer's mail, email, or text messages, unless the business is the intended recipient of the communication; (F) a consumer's genetic data; (G) Personal Information collected and analyzed concerning a consumer's health; or (H) Personal Information collected and analyzed concerning a consumer's sex life or sexual orientation; and (I) Personal Information of an individual known to be under the age of 13 years.

In consideration of the parties' respective Processing of Purchaser Data, it is agreed as follows:

1. Purchaser Data.

- 1.1. The parties shall Process the Purchaser Data strictly for the Purposes and for no other purpose, unless otherwise agreed in writing by the parties.
- 1.2. Each party shall comply with its obligations under Applicable Laws.
- 1.3. The parties shall not Process any Sensitive Personal Information in connection with the Agreement. In the event either party wishes to Process Sensitive Personal Information, additional security measures and methods of obtaining consent must be agreed upon by both parties prior to any Processing of such Sensitive Personal Information.

2. Security.

- 2.1. The parties shall implement and maintain appropriate technical and organizational measures in accordance with applicable industry standards to protect the Purchaser Data.
- 2.2. In the event either party becomes aware of a Purchaser Data Breach the party that discovers the breach shall (unless prohibited under Applicable Law):
 - 2.2.1. Promptly following discovery (and the party shall use commercially reasonable efforts within seventy-two (72) hours following discovery), report the Purchaser Data Breach to Ticketmaster at CSIRT@LiveNation.com, and to Principal at [REDACTED];
 - 2.2.2. Promptly provide the other party with a written report detailing the likely reasons for the Purchaser Data Breach, possible root causes and impact, individuals impacted, location of individuals impacted, and data elements impacted;
 - 2.2.3. Provide assistance, at no additional cost, that may be reasonably required to manage the Purchaser Data Breach; and
 - 2.2.4. Take immediate remedial action to secure the Purchaser Data and to prevent re-occurrences of the same or similar incident and provide the other party with details of such remedial action.
- 2.3. In the event of a Purchaser Data Breach, the impacted party shall be responsible for making any relevant or applicable notifications to the applicable regulatory authority and to individuals/residents (at its own expense) but shall refrain from taking any other action that could predictably harm the interest or affect the reputation of the other party. The impacted party shall not issue press or media statements or comments about a Purchaser Data Breach that names the other party unless it has obtained prior written consent of such party.

3. **Cooperation.** In the event either party receives any correspondence, inquiry, complaint or claim from an individual, regulator or other third party ("Correspondence"), it shall promptly inform the other party giving full details of the same, and the parties shall cooperate reasonably and in good faith in order to enable the receiving party to respond to the Correspondence in a manner compliant with Applicable Laws. If either party is required by law to disclose the Personal Information to law enforcement or government authorities, the party shall notify the other party in writing and liaise with the other party before complying with such disclosure request.

4. **Consumer Rights Requests.** Each party shall be responsible for responding to consumer rights requests in accordance with Applicable Laws including data subject access, deletion, and do not sell or share Personal Information requests. The parties shall provide each other with all reasonable cooperation and assistance in relation to any such request. In addition, each party must recognize and comply with global opt-out signals from a consumer's browser as required by Applicable Laws. On reasonable notice from the other party, but no more than once per calendar year, each party shall provide the other party with a copy of the data subject rights request log to confirm compliance with Applicable Laws. If a consumer requests Personal Information held by the other party, the receiving party shall provide the consumer with the appropriate email address to contact the other party directly. Such email addresses include: privacy@livenation.com for Ticketmaster, and [REDACTED] for Principal.

5. Privacy Policy and Terms.

- 5.1. Upon request, Principal shall provide Ticketmaster with a copy of its Privacy Policy and Terms of Use so that Ticketmaster may provide appropriate notice to consumers upon collection of their Personal Information where required by Applicable Laws.
- 5.2. If Principal has provided Ticketmaster with a copy of its Privacy Policy or Terms of Use as set out in Section 5.1, Principal shall notify and provide Ticketmaster with updated versions of its Privacy Policy and Terms of Use upon making material changes so that Ticketmaster may provide appropriate notice to consumers upon collection of their Personal Information where required by Applicable Laws.



City of La Crosse, Wisconsin

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:

Resolution approving subordination request for permanent financing by Haven on Main, LLC regarding TIF Development Agreement.

RESOLUTION

WHEREAS, Haven on Main, LLC entered into a Development Agreement for the property located on the corner of Main and 10th Street North for the purpose of constructing an affordable housing development that will serve adults living with disabilities; and

WHEREAS, once construction for the project is completed the construction loan will be converted to a permanent loan with Federal Home Loan Mortgage Corporation, as serviced by CPC Mortgage Company LLC ("Freddie Mac"); and

WHEREAS, Freddie Mac is requiring a subordination of the Development Agreement.

NOW THEREFORE BE IT RESOLVED, the Common Council approves the attached subordination form, subject to final review by staff at the time of conversion, and to which staff can only object to substantive changes or materially worse different provisions.

BE IT FURTHER RESOLVED, if it meets these parameters, the Common Council of City of La Crosse approves the request and authorizes the Mayor to sign the subordination documents at that time.

BE IT FURTHER RESOLVED, that City staff is hereby authorized to take any and all steps to effectuate this resolution.

Freddie Mac Loan Number:
Property Name: Haven on Main

SUBORDINATION AGREEMENT - REGULATORY AGREEMENT ONLY

GOVERNMENTAL ENTITY

(NO SUBORDINATE DEBT)

(Revised 7-30-2024)

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (“**Agreement**”) is effective as of the ____ day of _____, 20__ by the **CITY OF LA CROSSE, WISCONSIN**, a Wisconsin municipal corporation (“**Governmental Entity**”), and **HAVEN ON MAIN, LLC**, a Wisconsin limited liability company (“**Borrower**”), for the benefit of **CPC MORTGAGE COMPANY LLC**, a New York limited liability company (“**Lender**”).

RECITALS

- A. Simultaneously herewith Borrower is acquiring certain improved real property located in the County of La Crosse, State of Wisconsin as more particularly described on Exhibit A attached hereto (“**Property**”).
- B. Borrower has certain obligations under the Haven on Main Development Agreement dated June 25, 2025 (“**Regulatory Agreement**”) between Governmental Entity and Borrower, a memorandum of which is recorded on title to the Property on _____, _____ as Document No. _____ in the La Crosse County, Wisconsin Official Records (“**Official Records**”), pursuant to which the Property was subjected to certain restrictions by Governmental Entity.
- C. In connection with the refinancing of the loan secured by the Property by Borrower, Lender is making a loan to Borrower in the original principal amount of \$_____ (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily [Mortgage] [Deed of Trust] [Deed to Secure Debt], Assignment of Rents and Security Agreement that will be recorded among the Official Records (as supplemented or amended from time to time, the “**Mortgage**”) (the Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”).
- D. As a condition to making the Loan, Lender requires that the Loan Documents be a lien on the Property superior to the lien of the Regulatory Agreement and that the rights of Lender under the Loan Documents be superior to the rights of Governmental Entity and Borrower under the Regulatory Agreement. Lender will not make the Loan unless Governmental

Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

- E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.
2. **Subordination.** The Governmental Entity hereby covenants and agrees that the Regulatory Agreement is and will at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief.
3. **Financing, Encumbrance and Transfer Approval.** Governmental Entity hereby approves the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure or deed in lieu thereof will not require Governmental Entity's consent.
4. **Insurance/Casualty.** Governmental Entity hereby agrees that, notwithstanding the provisions of Section 2.9 of the Regulatory Agreement, the Loan Documents will govern the application of insurance proceeds with respect to the Property.
5. **Lender Notice of Default.** In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity will be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.
6. **Governmental Entity Notice of Default.** Governmental Entity must give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement,

and agrees that Lender, at Lender's sole election, will have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents and warrants that, to the best of its knowledge, there is no current default under the Regulatory Agreement and that there are no outstanding IRS 8823 Reports of Non-Compliance.

7. **Governmental Entity's Rights.** Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may not be modified, amended, changed or altered without the prior written consent of Lender so long as the Loan is secured by the Property, **not to be unreasonably delayed**, and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan. Revenues do not include the tax increment financing payments made by Governmental Entity pursuant to the Regulatory Agreement.
8. **Foreclosure by Lender.** In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, (a) no consent will be required from Governmental Entity, and (b) the Regulatory Agreement will automatically terminate, other than Sections 2.6, 2.7(b) and 2.7(e) of the Regulatory Agreement, unless Lender affirmatively elects, at Lender's election in its sole discretion, to keep the Regulatory Agreement in place in order to continue to obtain tax increment financing (TIF) benefits from the Governmental Entity, and (c) Lender will have no indemnification obligations to Governmental Entity for any period during which Lender does not own or is not in possession of the Property.
9. **Refinancing.** Governmental Entity agrees that its agreement to subordinate hereunder will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the indebtedness evidenced by the Loan Documents (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Loan Documents and Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
10. **Miscellaneous Provisions.**

- (a) This Agreement represents the entire understanding and agreement between the parties with regard to the matters addressed herein, and will supersede and cancel any prior agreements with regard to such matters.
- (b) If there is any conflict or inconsistency between the terms of the Regulatory Agreement and the terms of this Agreement, then the terms of this Agreement will control.
- (c) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Governmental Entity or the Borrower, the Lender may freely transfer or assign the Loan and the Loan Documents, including this Agreement, in whole or in part, and the Governmental Entity acknowledges and agrees that any future legal holder of the Note will automatically be a legal successor and permitted assignee of Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.
- (d) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (e) Each notice, request, demand, consent, approval or other communication (collectively, “**Notices**,” and singly, a “**Notice**”) which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

If to Governmental Entity:

Attn: City Clerk of City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

If to Lender:

CPC Mortgage Company LLC
c/o Community Preservation Corporation
220 East 42nd Street, 16th Floor

New York, New York 10017

If to Borrower:

Haven on Main, LLC
c/o Couleecap, Inc.
201 Melby Street
Westby, Wisconsin 54667
Attn: Executive Director

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (f) Each of the parties will, whenever and as often as they are requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.
- (g) This Agreement will be governed by the laws of the State in which the Property is located.
- (h) Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (i) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (j) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- (k) This Agreement may be assigned at any time by Lender to any subsequent holder of the Note.

- (l) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (m) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (n) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Governmental Entity of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

CITY OF LA CROSSE, WISCONSIN,
a Wisconsin municipal corporation

By: _____
Name:
Title:

[ADD NOTARY ACKNOWLEDGMENT]

BORROWER:

By: _____
Name:
Title:

[ADD NOTARY ACKNOWLEDGMENT]

LENDER:

[NAME OF SELLER/SERVICER]

By: _____

Name:

Title:

[ADD NOTARY ACKNOWLEDGMENT]

EXHIBIT A
LEGAL DESCRIPTION



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	25-1252	Caption	Resolution approving subordination request for permanent financing by Haven on Main, LLC regarding TIF Development Agreement.
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Staff/Department Responsible for Legislation

Julie Emlsie, 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.

Background

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 the City.

Fiscal Impact

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.

Staff Recommendation

Planning staff recommend approval



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1254

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a development agreement with Badger West, LLC for a multi-family housing development located at 12th and Badger Streets.

RESOLUTION

WHEREAS, the developer proposes to develop and improve a currently underutilized property into a market rate mixed use, multifamily housing structure, consisting of 36-43 total units; and

WHEREAS, the proposed project intends to reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City; and

WHEREAS, the project requires construction of public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Badger West development agreement.

BE IT FUTHER RESOVLVED that the City's cost share of the public infrastructure, as is defined in the development agreement, shall be paid for with TID 11 and/or TID 17 funds.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City Attorney, Director of Finance, Director of Planning and Development, Mayor and City Clerk to execute said agreement.

BE IT FURTHER RESOLVED that City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

**BADGER WEST
DEVELOPMENT AGREEMENT
(NSA)**

This Badger West Development Agreement (herein "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Badger West, LLC**, a Wisconsin limited liability company with principal offices located at 1243 Badger Street, La Crosse, Wisconsin 54601 ("**Developer**").

WITNESSETH:

Whereas, Developer owns and proposes to develop and improve a currently underutilized property into a market rate mixed use, multifamily housing structure, consisting of 36-43 total units, defined below as the "Project," within the City of La Crosse on property Developer owns, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, Developer further proposes to create approximately Two Million Dollars (\$2,000,000.00) of tax base at the Project;

Whereas, the goals for the Real Estate include encouraging private residential and commercial development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City, (the "Real Estate"), within proximity to Tax Incremental district Nos. 11 and 17 (respectively "TID #11" and "TID #17") in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within proximity to TID #11 and TID #17;

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #11 and TID #17 ("TID Project Plan") through the use of existing municipal funds to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

ARTICLE I PURPOSE; LAND; DEFINITIONS; EXHIBITS

1.1. Land Affected. The parties acknowledge that the Project will encompass and/or affect the following real property:

The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the Commercial and Multi-Family Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

- a. "Agreement" means this Badger West Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.
- b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.
- c. "Construction Schedule" means the construction timetable set forth on **Exhibit E**.
- d. "Developer" means Badger West, LLC, a Wisconsin limited liability company.
- e. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the Commercial and Multi-Family Design Review Committee.
- f. "Plans and Specifications" means the plans and specifications developed for the Project.

- g. "Project" means the development and improvement of the Real Estate by constructing (i) one market-rate mixed use, multifamily housing structure, consisting of 36-42 residential efficiency units, 1-6 two bedroom residential units and up to two (2) commercial units on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term "Project" excludes personal property and land.
 - h. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the Developer, paid for by the Developer and reimbursed by the City in connection with the Project, which are set forth on **Exhibits D, D-1 and AA.** "Real Estate" means the real property described in **Exhibit A.**
 - k. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.
 - l. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.
- 1.4. **Exhibits.** The following exhibits are hereby attached to and incorporated into this Agreement:
- a. **Exhibit A.** Real Estate;
 - b. **Exhibit B.** Description of Project;
 - c. **Exhibits D and D-1.** Description of Public Improvements;
 - d. **Exhibit E.** Construction Schedule;
 - e. **Exhibit AA.** 12th Street Improvements Cost Breakdown; and
 - f. **Exhibit X.** Description of Public Street to be Vacated

ARTICLE II DEVELOPER OBLIGATIONS

2.1. **Acquire the Real Estate.** Prior to executing this Agreement, Developer has acquired fee simple title to the Real Estate.

2.2. **Develop the Real Estate.** Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan and the Construction Schedule.

- a. **Site Preparation.** Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.

- b. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before ____, 2026 with Substantial Completion on or before ____, 2026, all in accordance with the Construction Schedule set forth on **Exhibit E**.
- c. **Minimum Construction Costs.** Developer agrees that acquisition costs, construction costs, professional services costs, financial costs, developer's fee and cash accounts / escrow / reserves associated with the Project shall have an aggregate minimum cost of not less than Three Million Dollars (\$3,000,000.00).
- d. **Rights of Access.** Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.
- e. **Public Streets and Public Improvements.** Developer shall complete the Public Improvement identified on **Exhibits D, D-1 and AA**. The cost breakdown for said improvements is defined on **Exhibit AA**. Prior to issuance of the occupancy permit for the Project, Developer shall dedicate and/or transfer or convey all public streets or alleys, public rights-of-way and utilities, and easements within the Real Estate as identified on **Exhibit A**, as finalized, to the City. The City shall reimburse the cost of Public Improvement, as depicted in Exhibits D, D-1, and AA, with cash available from TID #11 and/or TID #17.
- f. **Master Plan.** Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan setting forth all the details of construction and development to the Commercial and Multi-Family Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in his sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.4. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.5. Taxes. It is understood that the land and improvements resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

2.6. Transfer or Sale of Real Estate.

- a. **Notice of Intent to Transfer.** No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, parking spaces and any single-family residence to be owned in fee title simple by the purchaser.
- b. **Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the Economic Development Commission that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.
- c. **Subdivision.** Property within the Real Estate shall not be further subdivided without approval of the City.

2.7. Easements. Developer shall grant the City or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate development of the Real Estate in accordance with the Master Plan at no cost to the City.

2.8. Indemnity. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.9. Utilities.

- a. **Other Utilities.** Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to

service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

- b. **Water and Sewer.** Except as provided on Exhibit D, Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.
- c. **Street and Utilities to be Dedicated to the Public.** As shown in **Exhibit D** (Public Improvements), Developer shall fund Developer-Funded Improvements and City-Funded Improvements at its own cost and expense until the City reimburses Developer in accordance with this Agreement. Developer shall dedicate and convey such Public Improvements to the City. Developer will, at all times, maintain a full “open book process” and ensure that the requirements of payment and performance bonds are obtained as well as the payment of prevailing wages, as required by law, are followed so that the Public Improvements comply with the Wisconsin public construction requirements. All bids shall be publicly bid in accordance with § 62.15, Wis. Stat., and opened in public at City Hall. After publicly opening the bids, Developer and City shall jointly review the bids. After Developer has an opportunity to provide its recommendation, the City shall decide to either award the bids, refer the bids for thirty (30) days, or reject all bids and publicly bid the project again. Developer shall furnish full access to the City upon ten (10) days notice to all internal cost accounting records and all supporting project records with respect to the Public Improvements. Any savings during construction shall be identified immediately after bidding and monthly through cost accounting thereafter. Savings shall be completely passed on to the City, reducing the construction cost by the amount of any such savings.

2.10. Restrictions. Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years. “Payday lenders” and “car title loan business” shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.11. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer 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. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer’s actions or omissions which contribute to the Indemnified Party’s inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.12. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.13 Local Subcontractors. It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, “local,” shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin.

The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. This Section does not apply to fixtures, furnishings and equipment.

ARTICLE III CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for certain Public Improvements, which the City shall reimburse under the terms of this Agreement. Unless the City contracts directly with a general contractor, the City shall provide a dollar-for-dollar payment to Developer for the City-Funded Improvements completed by the Developer in accordance with **Exhibit D**. Such payment shall be made as a lump sum reimbursement, periodic payments, or combination thereof after Developer provides written evidence to the City that the Public Improvements have been completed and have been dedicated to the City.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning and Development Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. City Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project. Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as a named insured during the construction of the Project. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.9. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.10. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

4.11 Public Improvement Reimbursement. Prior to any Public Improvements being reimbursed to the Developer pursuant to this Agreement, Developer shall ensure compliance with the Wisconsin public bidding and public construction laws. Developer shall cooperate with the City's Engineering Department to ensure compliance. Reimbursement shall be a cost not to exceed \$400,000 based on the cost estimates provided in Exhibit AA.

ARTICLE V CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Financing. Developer obtaining financing for the Project, upon terms acceptable to Developer, in Developer's sole and absolute discretion.

5.2 Vacation of a Portion of a Street. The City shall vacate a portion of the street as depicted in **Exhibit X** (Resolution 25-0361).

5.3 Public Improvements. At the request of Developer, the City shall accept ownership of the Public Improvements that are constructed in compliance with the Wisconsin public bidding and public construction laws. The City's Engineering Department shall cooperate with the Developer to help ensure compliance with such requirements.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenants with Developer as respectively follows:

6.1. No Material Change. All copies of documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, including the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability 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. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of

equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.11. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.12. Financing Accommodation.

- a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.6 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.
- b. **No Subordination.** The City shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.
- c. **Developer Financing.** Notwithstanding this Section 6.12, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against

Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.13. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.14. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.15. No Changes. Developer shall not, without City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes.

6.16. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost to inspect the Project and all matters relating to the development thereof. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement.

6.17. Notification. Developer shall:

- a. As soon as possible and in any event within five (5) business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.
- b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.
- c. Notify City 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 Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

6.18. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.19. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.20. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.21. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII DEFAULT

7.1 Developer's Default.

- a. Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within one hundred twenty (120) days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:
- (1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate, through legal process, for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one percent (1%) per month, shall be paid by Developer to the City immediately upon demand;
 - (2) Injunctive relief;
 - (3) Action for specific performance;
 - (4) Action for money damages;
 - (5) Repayment by Developer of any incentives and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;

(6) Any other remedy in this Agreement.

- b. **Reimbursement.** Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one percent (1%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

- a. **Remedies.** In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City (provided, however, if the default is of a nature that is not curable within 60 days after written notice, then such longer period of time not to extend beyond 180 days so long as City diligently pursues a cure within 60 days after receipt of written notice from the Developer), Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
 - (1) Injunctive relief;
 - (2) Action for specific performance; and
 - (3) Action for money damages.
- b. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- c. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3. Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.6 and 6.12, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party 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, pandemic, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, pandemic, 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.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. 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 ninety (90) days. The Economic Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. 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
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

with a copy to:

Attn: City Planner
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

To the Developer:

Attn: Managing Member

Badger West, LLC
1243 Badger Street
La Crosse, WI 54601

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for sections 2.11 (Record Retention) and 8.5 (Survival), which by their terms survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate upon the issuance by the City of the certificate of occupancy. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the City may record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the City and Developer.

8.17. 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.

8.18.1 JURY TRIAL. 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.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. 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. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Developer whether or not herein enumerated.

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2025

Dated this ____ day of ____, 2025

Badger West, LLC

City of La Crosse

Marvin W. Wanders, Managing Member

Shaundel Washington-Spivey, Mayor

Subscribed and sworn to before me this
____ day of ____, 2025.

Subscribed and sworn to before me this
____ day of ____, 2025.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

This Document Was Drafted By:
1) Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

2) Kevin J. Roop, Attorney
1243 Badger Street
La Crosse, Wisconsin 54601

EXHIBIT A: Real Estate

Badger West Residences Addresses and Legal Description

Project Address: 413 West Ave N; 417 West Ave N; 423 West Ave N; 425 West Ave N; 431 West Ave N/1204 Badger St La Crosse, WI 54601

Project Legal Description: The North 1/2 of Lot 2 and the South 2 feet of lot 3 all in Block 30 of T. Bums, H.S. Durand, S.T. Smith and F.M. Rublee's Addition to the City of La Crosse, La Crosse County, Wisconsin.

For Informational purposes:

Address: 417 West Avenue North, La Crosse, WI 54601

Tax Parcel No.: 17-20162-110

AND

lot 3, EXCEPT the South 2 feet thereof, in Block 30 of T. Bums, H.S. Durand, S.T. Smith and F.M. Rublee's Addition to La Crosse, In the City of La Crosse, La Crosse County, Wisconsin. Also, EXCEPT lands sold to the City of La Crosse In Document No. 1467187.

For informational purposes:

Address: 423 West Avenue North, La Crosse, WI

54601 Tax Parcel Na.: 17-20162-120

AND

Lot 4 in Block 30 of T. Bums, H.S. Durand, S.T. Smith & F.M. Rublee's Addition to the City of La Crosse, La Crosse County, Wisconsin.

EXCEPT, lands sold to the City of La Crosse in Document No. 1480220, described as follows:

Commencing at the South 1/4 corner of Section 32, T16N, R7W;

Thence N 02°16'49" W along the east line of the Southwest quarter of said Section 32, a distance of 1330.45 feet to the point of beginning;

Thence S 25°09'43" W, 56.87 feet to a point hereinafter referred to as "Point 954;"

Thence N 01°56'12" E, 304.37 feet;

Thence northwesterly along the arc of a curve to the left, concave to the southwest, having a radius of 17.50 feet an arc length of 28.21 feet, and a long chord bearing N44° 15'02" W, 25.26 feet to the north line of the T. Bums, H.S. Durand, S.T. Smith & F.M. Rublee's Addition to the City of La Crosse;

Thence N 89°33'44u E, 21.91 feet;

Thence S 02°17'02" E, 268.85 feet;

Thence S 25°09'43" W, 2.59 feet to the point of beginning.

Said parcel contains 581 square feet, more or less.

For Informational purposes:

Address: 425 West Avenue North, La Crosse, WI

54601 Tax Parcel No.: 17-20162-130

Development Agreement Narrative for 413, 417, 423, 425, and 431 West Ave “Badger West Residences”

October 13, 2025

City Council, City Clerk & City Planning

Project Address: 413, 417, 423, 425 and 431 West Ave, La Crosse.

The Badger West project is a compact, high-density redevelopment, replacing aging single-family rental homes with approximately 42-50 apartments, with approximately 42-50 beds, optimizing land use near UW-La Crosse and Western Technical College. Its mixed-use design incorporates approximately 1,500 square feet of commercial space, fostering an active and walkable neighborhood. The residential component offers three different housing options, including studio and 1-bedroom modular interiors featuring ORI furnishings, accommodating a diverse range of urban residents.

Over the past two years we have met with planning staff, engineering staff and legal staff with regards to this project to obtain rezoning and a partial street vacation of 12th St North.

The partial vacation of 12th Street is a key infrastructure improvement, facilitating better site design while preserving emergency access and enhancing future connectivity within the city’s street system. The project revitalizes an underutilized area by replacing deteriorated structures with a modern, well-designed building that improves the streetscape and neighborhood.

Sustainability is integral to Badger West Residences, with the Agriwild landscaping concept incorporating native plantings to enhance ecological benefits and urban green space.

Badger West Residences aligns seamlessly with the City of La Crosse’s Comprehensive Plan and Vision for Future Land Use in the Downtown neighborhood. The plan calls for an increase in affordable housing while maintaining a mix of housing types. This development directly supports that objective by introducing high-density affordable housing that fits within the neighborhood’s scale and character. As outlined in the city’s plan, the site’s location along a high-traffic corridor makes it an ideal fit for higher-density housing. The project’s mixed-use nature aligns with the city’s preferred use for commercial spaces that serve residents by incorporating a commercial element within residential projects.

We look forward to improving the aesthetics of this block, providing needed housing around the WTC and UW-L campuses, and increasing the tax base with the Badger West Residences project.



Currently, the site has an approximate value of \$400,000. With the completion of the Badger West Residences development, the projected value will increase to approximately \$6,600,000. This significant appreciation reflects the project's alignment with the city's goals of enhancing property values, increasing the local tax base, and encouraging responsible urban development.

If there are any questions regarding this project, please contact me at the number or email below. Thank you for your consideration.

Three Sixty Real Estate Solutions, LLC
Jeremy Novak
jeremy@threesixty.bz
608-790-5589



EXHIBIT D

Description of Public Improvements

Developer-Funded Improvements to be Dedicated to the Public:

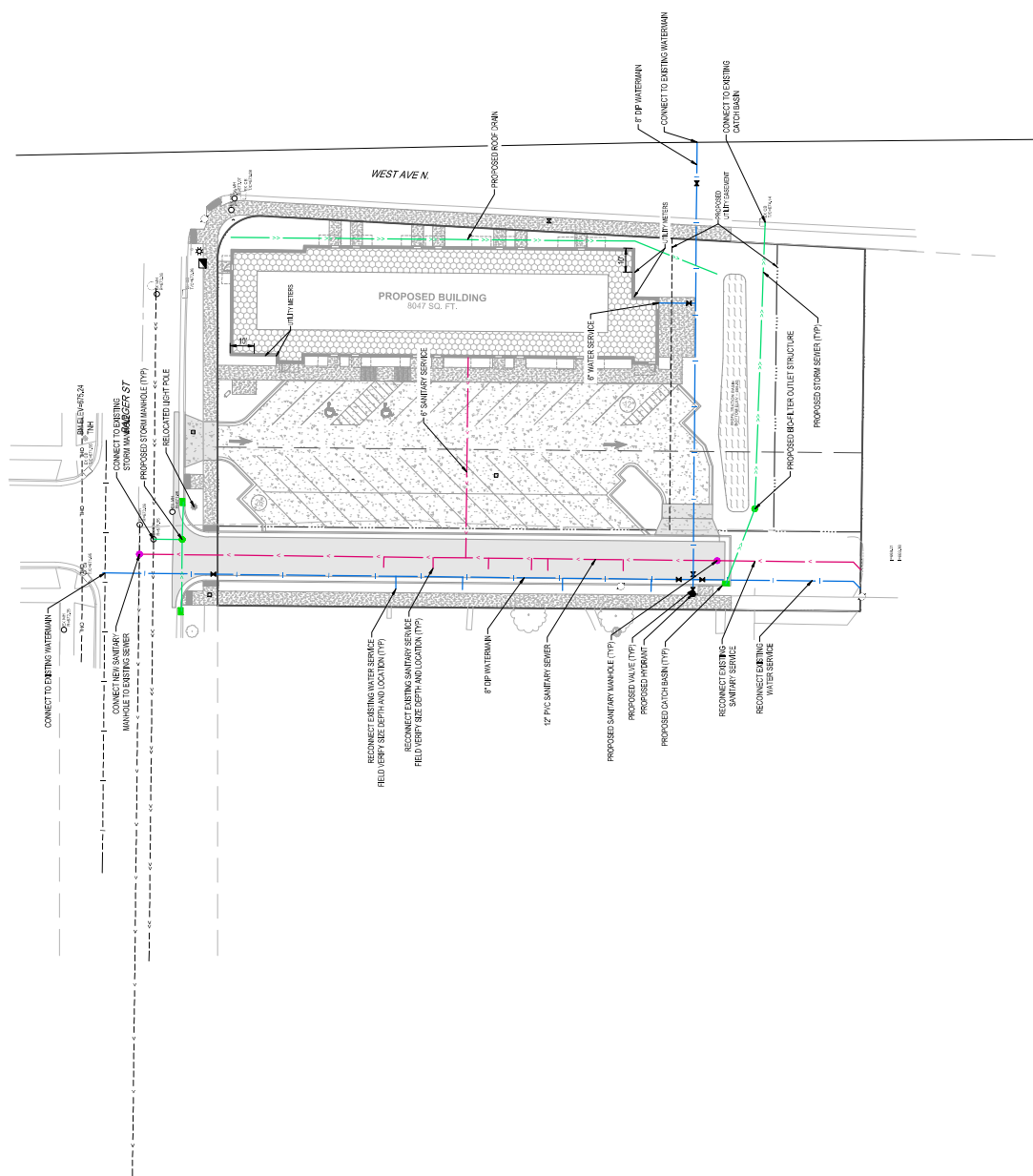
A new section of roadway, 12th Street North, from the southern terminus to and including the intersection with Badger Street. All public facilities, built to City of La Crosse Specifications and Details, including, but not limited to, roadway pavement, curb & gutter, sidewalk, stormwater, water, and sanitary sewer pipes and structures, and all necessary appurtenances for complete, finished, and fully functioning infrastructure.

City-Funded Improvements:

The above listed improvements, and their removals, within the public Right-of-Way of 12th Street North, upon successful recording of the partial vacation of the east half of the street, as previously conditionally approved by the Common Council.



UTILITY LEGEND

[illegible]

W



0 20 40
SCALE IN FEET

SITE UTILITY PLAN

C3-20

PROJECT

BADGER WEST

DEVELOPMENT

ROSSE
WISCONSIN[illegible]

PROJECT NO.	25-32213
FILE NAME	N219-00101
DRAWN BY	DT
DESIGNED BY	KR
REVIEWED BY	KR
ORIGINAL ISSUE DATE	4-4

INAH

Exhibit E: Construction Schedule

Preliminary Street work Schedule.

- | | |
|--|---------|
| 1. Demo 12 th Street. | 3 days |
| 2. Install new utilities. | 15 days |
| 3. Remove existing utilities. | 3 days |
| 4. Pour sidewalks and curb and gutter. | 7 days |
| 5. Prep 12 St for asphalt. | 1 day |
| 6. Pave 12 th St | 2 days |

Total expected duration. 5 weeks.

Probable Project Cost Summary

ISG

Project Name: Badger West Development - 12th St.

Project Location: La Crosse, WI

ISG Project #: 32213

Date: 9/10/2025

Project Cost Estimate

SUMMARY	Rate	Estimated Construction Cost
Removals		\$ 23,660.50
Installations		70,097.50
Storm Sewer		36,525.00
Water		109,046.00
Sanitary Sewer		70,424.00
Traffic		2,000.00
Construction Cost Subtotal		\$ 311,753.00
Mobilization	5.00%	\$ 15,588.00
Contingency	5.00%	\$ 15,588.00
Other Costs Identified By Owner		\$ -
PROJECT COST TOTAL		\$ 342,929.00

EXHIBIT X



NOT TO SCALE

BURNS, DURAND, SMITH & RUBLEE'S ADDITION

66'

BADGER STREET

66'

AREA TO BE VACATED
8,907 S.F. +/-

POB

33.00'

33.00'

LOT 6

LOT 5

LOT 7

BLOCK 30

LOT 4

BLOCK 25

LOT 8

LOT 3

LOT 9

LOT 2

LOT 10

LOT 1

12TH STREET

33.00'

33.00'

ALLEN OVERBAUGH & PETER BURN'S ADDITION

BLOCK 24



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0001

Agenda Date: 11/6/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update