

FIRST AMENDMENT TO THE AGREEMENT  
CONCERNING PAYMENT FOR  
MUNICIPAL SERVICES

This First Amendment to the Agreement Concerning Payment for Municipal Services (the "First Amendment") is entered into as of the 11<sup>th</sup> day of March, 2021 by and between the **City of La Crosse**, a Wisconsin municipal corporation (the "City") and **The La Crosse Performing Arts Center, Inc.**, a Wisconsin corporation (the "Owner").

RECITALS

A. The Parties entered into an Agreement Concerning Payment for Municipal Services on Feb. 12, 2015 and recorded in Document No. 1652330 on February 24, 2015 (the "Agreement").

B. The Owner has requested the City waive payments for Valuation Year 2020 due to the current pandemic, which has caused financial hardship.

NOW, THEREFORE, in consideration of the recitals and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Reduction.** The City shall reduce the Owner's payments for Valuation Year 2020 to one-half the amount owed. Owner shall continue payments commencing with Valuation year 2021.
2. **Access to Records.** Owner shall keep, or cause to be kept, full, complete and proper books, records and accounts of all income and expenses derived from any operations, membership, events, advertising related in any way to its operations or use of the Property. Such books, records and accounts, including any sales tax reports shall at all reasonable times, be open to inspection of the City, City's auditor or other authorized representative or agent at no cost to the City or City's agents.
3. **Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Agreement, and all exhibits thereto shall remain unchanged and in full force and effect.
4. **Execution of Amendment.** Owner shall sign, execute and deliver this First Amendment 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. Owner's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After Owner has signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.

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

5. Authority to Sign. The persons signing this First Amendment on behalf of Owner certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and complete authority to bind Owner, on whose behalf the person is executing this First Amendment. Owner assumes full responsibility and holds the City harmless for any actions taken by the City in reliance upon the above representation. Further, Owner agrees to indemnify the City against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City resulting from or arising out of any such action, including reasonable attorney fees and legal expenses.

IN WITNESS, the parties to this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this 7 day of APRIL, 2022

La Crosse Performing Arts Center, Inc.

By: [Signature]  
Print Name: Dillon McARDLE  
Its: DTM

City of La Crosse

By: [Signature]  
Timothy Kabat, Mayor  
MICHAEL REYNOLDS  
By: [Signature]  
Nikki Elsen, City Clerk

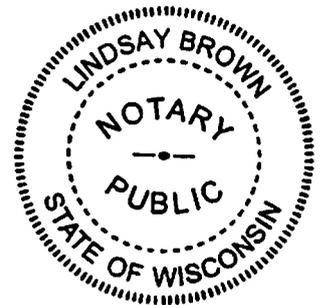
Subscribed and sworn before me  
this 7th day of April, 2022

Michelle Kurth  
Notary Public, State of Wisconsin  
My Commission: expired 11-15-25

Subscribed and sworn before me  
this 13th day of April, 2021

Lindsay Brown  
Notary Public, State of Wisconsin  
My Commission: expires 02/25/2025

MICHELLE KURTH  
Notary Public  
State of Wisconsin



Proposed Amended for Council 3.11.2021

Resolution to approve First Amendment to the Agreement Concerning Payment for Municipal Services for the La Crosse Performing Arts Center, Inc.

AMENDED RESOLUTION

WHEREAS, the La Crosse Performing Arts Center, Inc. has requested the City of La Crosse waive payment of municipal services under its agreement for calendar year 2020 due to the pandemic and financial hardship; and

WHEREAS, the calendar 2020 payment due to the City is \$27,751.35 for the La Crosse Performing Arts Center, Inc. which is budgeted in General Fund Revenue Acct #1009910-405015; and

WHEREAS, the waiver of a budgeted revenue in the City's General Fund budget results in a yet to be identified cut to a line item budget in the adopted 2021 City of La Crosse Operating Budget in an equivalent amount.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the First Amendment to the Agreement Concerning Payment for Municipal Services, as revised 3.11.2021 reducing the payment to one-half of the amount owed, is approved.

BE IT FURTHER RESOLVED the Mayor and City Clerk are authorized to sign the First Amendment.

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*I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on March 11, 2021.*



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*Nikki M. Elsen, WCMC, City Clerk  
City of La Crosse, Wisconsin*

## **Exhibit 2**

### **LEGAL DESCRIPTION**

**Payment for Municipal Services  
La Crosse Performing Arts Center, Inc.**

**Lot 2 of Certified Survey Map #1578556 in Vol. 15, pages 54, Section 6, Township 15 North, Range 7  
West, City of La Crosse, La Crosse County, Wisconsin**