

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF LA CROSSE**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”) and City of La Crosse (the “Recipient”).

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment grant program (“CDI Funds”).

**WHEREAS**, the Recipient is a City located in Wisconsin.

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

**WHEREAS**, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to Thirty Thousand and Five Hundred and 00/100 Dollars (\$30,500.00) in CDI Funds.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 20 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) “CDI Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment grant program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) "Eligible Project Costs" means costs for which CDI Funds may be used, as outlined in Paragraph 3 (f) of this Agreement, which the Recipient incurs between January 6, 2014 and December 31, 2014.

(f) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the funding requirement of the CDI Funds under this Agreement.

(g) "Project" means the Recipient's project includes the creation and installation of a public art mural on the side of the Pump House Regional Arts Center in downtown La Crosse which will enhance the visibility and accessibility of the emerging Arts District and promote a regional identity for the Arts District, in accordance with the Recipient's Application and the terms of this Agreement.

(h) "Project Location" means the site or sites at which the Project will take place, specifically 119 King Street, La Crosse, Wisconsin.

**2. CDI Funds.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Thirty Thousand and Five Hundred and 00/100 Dollars (\$30,500.00), in CDI Funds.

**3. Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Secure Matching Funds from non-WEDC sources equal to at least 75% of the total Project Costs, to achieve the funding requirement to the CDI Funds under this Agreement.

(c) Provide signage, according to WEDC's specifications at the Project Location indicating WEDC financial participation in the Project.

(d) Provide acknowledgement, according to WEDC's specifications, of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(e) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

(f) Use the CDI Funds for Eligible Project Costs as outlined in the following budget and ensure that such Eligible Project Costs are incurred by a qualified and independent third party:

<b>CODES</b>	<b>Eligible Project Costs</b>	<b>CDI</b>	<b>MATCH</b>	<b>TOTAL</b>
0310	Public Space - Wall Prep	\$ 20,500.00		\$ 20,500.00
0310	Landscaping	\$ 5,000.00		\$ 5,000.00
0310	Lighting	\$ 2,000.00		\$ 2,000.00
0310	Mural Creation and Installation	\$ 3,000.00	\$91,500.00	\$ 94,500.00
	<b>TOTAL</b>	<b>\$30,500.00</b>	<b>\$91,500.00</b>	<b>\$122,000.00</b>
	<b>%</b>	<b>25%</b>	<b>75%</b>	

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of WEDC CDI Funds will not exceed the amount awarded under this Agreement.

**4. Release of Funds.** WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a reimbursement basis. Payment of the CDI Funds can be made in one or more reimbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for payment as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous payment of CDI Funds.

(c) The Recipient submitting to WEDC paid itemized invoices from vendors, suppliers, and contractors covering the CDI Funds and Matching Funds contributed by the Recipient.

(d) The Recipient submitting to WEDC documentation demonstrating that the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment may consist of but not be limited to cancelled checks and paid invoices, construction contractor's invoices, or receipts indicating that they have been paid in full.

**5. Reporting.** The Recipient shall provide reports to WEDC subject to the following requirements:

(a) Semi-Annual performance reports in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B, which shall include a financial overview and narrative summary on the progress of the Project to date.

(b) A Final Report, in such form as required by WEDC, as sample of which is attached to this Agreement as Exhibit B, shall include details on the following metrics, specific to the Project if applicable:

- (i) Job creation;
- (ii) Job retention;
- (iii) Leveraged investment;
- (iv) Project specific gains;
- (v) Increase in tax base;

(c) **Schedule of Reporting:**

<b>PERIOD COVERED</b>	<b>DOCUMENTATION</b>	<b>DUE DATE</b>
01/06/2014 – 06/30/2014	Semi-Annual Performance Report	07/31/2014
07/01/2014 12/31/2014	Semi-Annual Performance Report	01/31/2015
01/01/2015 - 12/31/2015	Final Report	01/31/2016

**6. Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient ceases operation or relocates operations outside of Wisconsin within five (5) years of the Effective Date of this Agreement.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement.

**7. Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may, without further written notice to the Recipient, declare the Recipient in default. In the Event of Default, WEDC may terminate the Agreement and recover from the Recipient:

(i) One hundred percent (100%) of the total amount of CDI Funds disbursed under this Agreement; and

(ii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) These amounts shall be paid to WEDC within thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of twelve percent (12%) from the date of the notice of Event of Default.

(c) The thirty (30) day cure period set forth in (a) above may be extended by WEDC, provided that the Recipient begins to cure such matter and thereafter diligently pursues a cure.

**8. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(b) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance with Generally Accepted Accounting Principles where applicable, and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(c) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(d) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(e) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

**9. Wisconsin Public Records Law and Confidential Documents.**

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

(i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."

(ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.

(iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a public records request for documents marked under Paragraph (c).

#### **10. Additional Requirements.**

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.

(b) **Inspection.**

(i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.

(iii) WEDC reserves the right to conduct a physical site visit of the Project.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

**11. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**12. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.


- 13. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**
- 14. Waiver of Right to Jury Trial.** **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.**
- 15. LIMITATION OF LIABILITY.** **RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.**
- 16. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.
- 17. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.
- 18. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
- 19. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
- 20. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By:  4/2/14  
Jake Kuester Date  
Vice President, Credit & Risk

**CITY OF LA CROSSE**

By:  03/27/2014  
Tim Kabat, Date  
Mayor

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601  
Attn: Amy Peterson

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Community Development Investment  
Contract # CDI FY14-22150



**EXHIBIT A  
REQUEST FOR WEDC PAYMENT**

Pearl Number: CDI FY14-22150	Rep:	Recipient: City of La Crosse
FEIN #		Request Number:
Program: Community Development Investment		Award Type CDI Grant:
Funding Period Covered by this Request		
From: _____ To _____		

**PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD**

Budget Code	Description/Purpose	WEDC Funding This Period	+	Company Match (if applicable)	=	Total This Period
0310	Public Space-Wall Prep, Landscaping, Lighting, Mural Creation and Installation					
<b>TOTAL:</b>						
<b>Cumulative to Date TOTAL</b>						

**PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION (to be completed by WEDC)**

**Payment Method:** Reimbursement

**Eligible Expense Description:** Public Space-wall prep, landscaping, lighting, mural creation and installation

**Match Description:** 75 % of present costs (\$91,500)

**Total Match % Required:**

**Match % Met To-Date:**

**Documentation Required:**

**Required Attached Documentation:**

- Paid itemized invoice(s) for WEDC funded expense(s)
- Paid itemized invoice(s) for MATCH funded expense(s)
- Proof of Payment (cancelled checks, receipts, etc.)

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
**Authorized Recipient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
WEDC Underwriter or Vice President

\_\_\_\_\_  
Date

WEDC Finance Specialist

Date

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WEDC Controller or Chief Financial Officer

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Date

Retain a copy of the completed form for your records and mail the original and documentation to:  
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

**EXHIBIT B  
SAMPLE PERFORMANCE REPORT  
ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT**



PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:  
[reporting@wedc.org](mailto:reporting@wedc.org)

PROJECT INFORMATION		
CONTRACT #: CDI FY14-22150 AWARDEE: City of La Crosse PROJECT SITE: La Crosse, City of	REPORTING DESIGNEE: Amy Peterson Email:	REPORTING PERIOD:
PROJECT FUNDING	Planned	Actual -
TOTAL PROJECT BUDGET	\$122,000.00	
Awardee (City of La Crosse) Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Disbursed	\$ 0.00	\$0.00

**SUMMARY OF PROGRESS**

Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.

Percentage Completion of Project: \_\_\_%

What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?

\_\_\_\_\_

What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)

\_\_\_\_\_

What actions are being taken within the next year to ensure contractual performance?

\_\_\_\_\_

**SUPPORTING DOCUMENTATION**

As required by your contract, please attach the following documentation to this report and indicate which are being submitted below:

Financial Statements (instructions): Interim Dated: \_\_/\_\_/\_\_ Fiscal Year End Dated: \_\_/\_\_/\_\_

Payroll Statements (instructions): Tax Year End: \_\_/\_\_/\_\_

**PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT**

As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.

rptid: ECD CDI 22150 (04-ReportForm)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)                      (EMAIL ADDRESS)

WEDC Review

**PROGRESS ON ACTIVITIES AND DELIVERABLES**

Summarize your organization's progress towards completion of planned metrics outlined in the award agreement; these metrics may cover a variety of areas including scope of work, affirmative covenants, and performance deliverables. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1.

Deadline	Deliverable	Description	Baseline	Required by Deadline	Actual To Date
12/31/2015	Taxable Property Value	increase in tax base	0	\$0.00	\$<Placeholder>
12/31/2015	Performance Milestone	Mural completed	0	Completion by Deadline	<Placeholder>%

CAPITAL INVESTMENT	Planned	Actual -
Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.	\$122,000.00	Enter Totals Below

Investment Breakdown	
Land, Buildings & Real Estate	\$
Fixtures, Vehicles & Permanent Equipment	\$
Other Capital Assets	\$