City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

City Plan Commission

Monday, April 29, 2024 | **4:00 PM** | **Council Chambers**

The meeting is open for in-person attendance and will also be conducted through video conferencing. To join the meeting click this link (or typing the URL in your web browser address bar): https://cityoflacrosse-org.zoom.us/j/88991607803?pwd=d3hhNURndXZXZWRYRlZ4eWFTTndoQT09 Meeting ID: 889 9160 7803; Passcode: CPC23; Call in: 1-305-224-1968.

The meeting can be viewed by visiting the Legislative Information Center (https://cityoflacrosse.legistar.com/Calendar.aspx) and clicking on the "In Progress" video link to the far right in the meeting list.

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

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

Call to Order

Roll Call

Approval of Minutes from the April 1st, 2024 meeting.

Agenda Items:

24-0432 Application of CY Capital LLC for a Conditional Use Permit at 200 Main Street, Suite 101, allowing permission to apply for a Combination "Class B" Beer & Liquor license.

Attachments: Application
200-foot Buffer List
Buffer Map
Notice of Hearing
Undeliverable Notices - Remailed 4.18.2024
Undeliverable Notices - 4.22.2024
CPC.StaffReport.04012024.24-0432.JD

24-0515 Application of CDHN LLC for a Conditional Use Permit at 200 Main Street, Suite 102, allowing permission to apply for a Combination "Class B" Beer & Liquor license.

Attachments: Application
200-foot Buffer List
Buffer Map
Notice of Hearing
Undeliverable Notices - Remailed 4.18.2024
Floor Plan - 4.24.2025
Undeliverable Notices - 4.22.2024
CPC.StaffReport.04012024.24-0515.JD

24-0469 Resolution approving lease with The Hunger Task Force of La Crosse.

Attachments: Resolution
2024 Lease
Staff Report
CPC.StaffReport.04012024.24-0469.AT

24-0516 AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Heavy Industrial District to the Local Business District allowing for an ethnic grocery store with new housing units built over the existing structure at 2109-2111 South Avenue.

Attachments: Ordinance
Rezoning Petition
200-foot Buffer List
Buffer Map
Notice of Hearing
Support Letter from Kevin Hundt - 4.22.2024
Undeliverable Notice - 4.23.2024
CPC.StaffReport.04012024.24-0516.LK

24-0517 Request for exception to Commercial Design Standards by Kwik Trip Inc. allowing for exceptions to parking and building setback standards for the construction of a new convenience store at 2622 Rose Street and 1133 West George Street.

Attachments: Request
Alta Survey & Plans
Notice of Hearing
200-Foot Buffer List
Buffer Map
CPC.StaffReport.04012024.24-0517.TA

24-0518 Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

Attachments: Resolution
Kinney Coulee Rd Sale - 2nd Amendment
Kinney Coulee Offer to Purchase w Amendment - signed
Unsuitable Soils Letter from Del's Service Center, 2024-03-05
Kinney Coulee Rd Parcels - Estimated Value & Map
Staff Report
CPC.StaffReport.04012024.24-0518.JE

24-0582 Review of parking lot improvements at 2150 Enterprise Ave in the Interstate Industrial Park (Great Lakes Cheese).

Attachments: Great Lakes Cheese Parking Lot Improvement Plans - 2024
CPC.StaffReport.04292024.24-0582.JE

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.

City Plan Commission Members:
Mayor Mitch Reynolds, Chris Kahlow, Elaine Yager, Jacob Sciammas, James Cherf, Jennifer Trost, Matt Gallager, Jenasea Hameister & James Szymalak.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0432

Agenda Date: 4/30/2024 **Version:** 1 **Status:** New Business

In Control: Judiciary & Administration Committee **File Type:** Application

Agenda Number:

24-0432

CONDITIONAL USE PERMIT APPLICATION

Applicant (name and address):
PA HOUA VANG 2734 ONALASKA AVE LA CROSSE 54601
(CY CAPITAL LLC)

Owner of property (name and address), if different than Applicant:
DOC POWELL'S LLC 901 STATE STREET, LA CROSSE. WI 54601 DOCS HIDEOUT LLC

Architect (name and address), if applicable:
N/A

Professional Engineer (name and address), if applicable:
N/A

Contractor (name and address), if applicable:
N/A

Address(es) of subject parcel(s): 200 Main Street. St 101

Tax Parcel Number(s): 17-20014-70

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

Zoning District Classification: C3 "Community Business"

A Conditional Use Permit is required per La Crosse Municipal Code Sec. 115-359

If the use is defined in Sec.:

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

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

Description of subject site and **CURRENT** use: former restaurant. Vacant now.

Description of **PROPOSED** site and operation/use (detailed plan of the proposed site):
Will be using for restaurant & Bar. See letter for more in deep description

Type of Structure **proposed**: RESTAURANT / BAR

Number of **current** employees, if applicable: N/A

Number of **proposed** employees, if applicable: ~~8~~ N/A

Number of **current** off-street parking spaces: N/A

Number of **proposed** off-street parking spaces: N/A

** If the proposed use is defined in Sec. 115-347(6)(c)*

_____ *(1)* and is proposed to have 3 or more employees at one time, a 500-foot notification is required and off-street parking shall be provided. **Will there be 3 or more employees at one time? Y__ N __**

or

_____ *(2)* a 500-foot notification is required and off-street parking is required.

Where the side or rear lot line abuts or is located across an alley from any residential zoning district, abutting residential property owners shall be notified of the privacy fence provision by the City Clerk.

Any Conditional Use Permit required pursuant Sec. 115-347(6) shall be recorded with the La Crosse County Register of Deeds at the owner's expense.

*****If the proposed use is defined in Sec. 115-353 or 115-356, abutting property owners shall be notified of the privacy fence provision by the City Clerk.***

Check here if proposed operation or use will be a **parking lot**: N/A

Check here if proposed operation or use will be **green space**: N/A

Applicant/property owner may be subject to a payment in lieu of taxes for a period of twenty (20) years or until the property tax valuation of any new structure or improvements is equal to or greater than the base year valuation of the improvement or structure being demolished.

In accordance with Sec. 115-356 of the La Crosse Municipal Code, a Conditional Use Permit is required for demolition or moving permits if the application does not include plans for a replacement structure of equal or greater value. **Any such replacement structure shall be completed within two (2) years of the issuance of any demolition or moving permit.**

If the above paragraph is applicable, the Conditional Use Permit shall be recorded with the La Crosse County Register of Deeds and should the applicant not complete the replacement structure of equal or greater value within two (2) years of the issuance of any demolition/moving permit, the applicant or property owner shall be subject to a forfeiture of up to $5,000 per day for each day not completed.

CERTIFICATION: I hereby certify that I am the owner of the subject parcel(s) or authorized agent and that I have read and understand the content of this application and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

_____ 3/18/2024
(signature) (date)

608-769-3046 Pavaj55901@gmail.com
(telephone) (email)

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally appeared before me this _____ day of _____, 20___, the above named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
My Commission Expires: _____

Applicant shall, before filing with the City Clerk's Office, have this application reviewed and the information verified by the Director of Planning & Development.

Review was made on the 27th day of March, 2024.

Signed: _____, Planning Manager
~~Director of Planning & Development~~

AFFIDAVIT OF OWNER

STATE OF Wisconsin)
) ss
COUNTY OF La Crosse)

The undersigned, Bradley Frahm, being duly
(owner of subject parcel(s) for Conditional Use)

sworn states:

1. That the undersigned is an adult resident of the City of La Crosse,
State of La Crosse.

2. That the undersigned is a/the legal owner of the property located at:
200 Main Street, Ste. 101 La Crosse, WI 54601
(address of subject parcel for Conditional Use)

3. By signing this affidavit, the undersigned property owner authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

Brad Frahm
Property Owner

Subscribed and sworn to before me this 15th day of March, 2024.

Shari Erdmann

Notary Public
My Commission expires 4-17-2027.

SHARI ERDMANN NOTARY PUBLIC STATE OF WISCONSIN

DOCUMENT NUMBER	**WARRANTY DEED**

1633451
LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
12/12/2013 12:43PM
REC FEE: 30.00
TRANSFER FEE: 3240.00
EXEMPT #:
PAGES: 1

White Beaver, LLC, a Wisconsin limited liability company,

conveys and warrants to Doc's Hideout LLC, a Wisconsin limited liability company,

Return to
Doc's Hideout LLC
Attn: Bradley N. Frahm
4925 Coventry Court Apt. 4
Eau Claire, WI 54701

the following described real estate in La Crosse County, State of Wisconsin:

Tax Parcel No: 17-20014-070

That part of Lots 1 and 2 in Block 20 of Town of LaCrosse, in the City of LaCrosse, LaCrosse County, Wisconsin, described as follows: Beginning at the Northwesterly corner of said Lot 1; thence Easterly along the Northerly line thereof 127.86 feet, more or less, to the centerline of a party wall; thence Southerly along said centerline 99.68 feet to the Northerly line of the Southerly 22.25 feet of said Lot 2; thence Westerly along said Northerly line 46 feet 2 inches to a point which is .06 feet Northerly of the Northeasterly corner of a building; thence Southerly parallel with the Westerly line of said Lot 2 a distance of .06 feet to said Northeasterly corner of the building; thence Westerly along the Northerly line of said building 81 feet 6.5 inches to the Westerly line of said Lot 2; thence Northerly along the Westerly line of said Lots 2 and 1 a distance of 101 feet more or less to the point of beginning.

Together with an easement for driveway purposes over the South 10 feet of the premises immediately adjacent on the East and together with the right to install under the surface of said South 10 feet a fuel oil storage tank and together with the right to service, repair and use said tank. Together with Party Wall Rights set forth in deed recorded in Volume 158 of Deeds, page 601, LaCrosse County Records. Together with Party Wall Rights set forth in deed recorded in Volume 144 of Deeds, page 253, LaCrosse County Records.

This is not homestead property.

Exceptions to warranties: Easements, covenants, zoning and restrictions of record, though no republication is intended herein. General taxes for the year 2013.

Dated this 5 day of December, 2013.

_____ (SEAL)
*

_____ (SEAL)
*

White Beaver LLC
_____ (SEAL)
* Paul A. Gerrard, Member

_____ (SEAL)
* Peter T. Gerrard, Member

AUTHENTICATION

Signature(s)_____

authenticated this ____ day of _____ 2013.

*_____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by 706.06, Wisconsin Statutes)

Drafted by James T. Gull - La Crosse, WI

* Names of persons signing in any capacity should be typed or printed below their signatures

ACKNOWLEDGEMENT

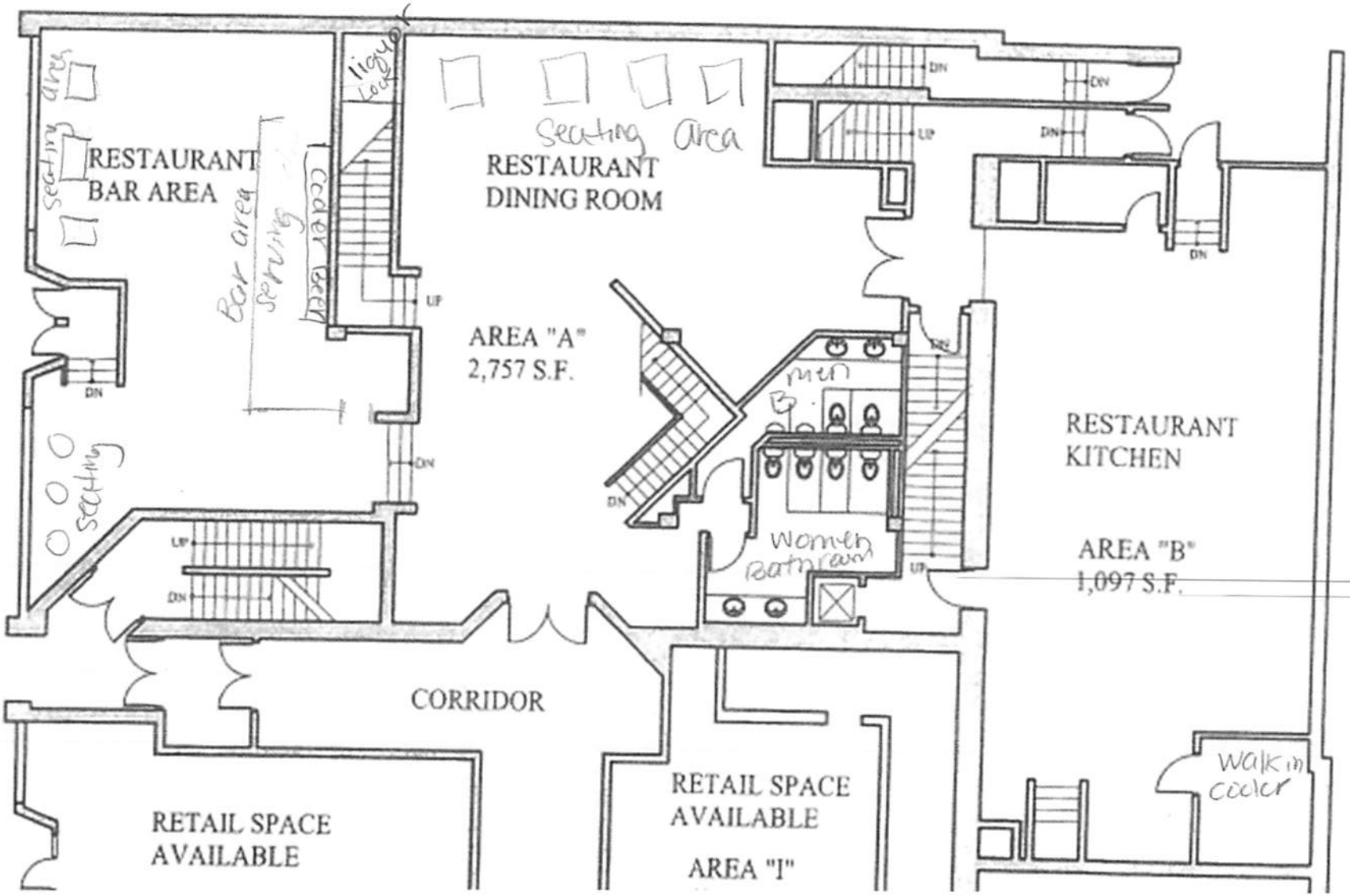
STATE OF WISCONSIN
LaCrosse COUNTY } SS

Personally came before me this 5 day of December, 2013 the above named Paul A. Gerrard and Peter T. Gerrard

to me known to be the persons who executed the foregoing instrument and acknowledge the same.

* Wendy A Banasik
Notary Public State of Wisconsin
My commission expires: 4-12-2015

WENDY A. BANASIK NOTARY PUBLIC STATE OF WISCONSIN


RESTAURANT
BAR AREA
seating area
seating
Bar area
serving
cooler
liquor
locker
RESTAURANT
DINING ROOM
Seating area
AREA "A"
2,757 S.F.
men
women
bathroom
RESTAURANT
KITCHEN
AREA "B"
1,097 S.F.
walk in
cooler
CORRIDOR
RETAIL SPACE
AVAILABLE
RETAIL SPACE
AVAILABLE
AREA "I"
UP
DN

Pa Houa Vang, Owner (C4 Capital LLC)
LAX Fusion
200 Main Street, Suite 101
La Crosse, WI 54601

March 15, 2024

City of La Crosse – City Hall
400 La Crosse St
La Crosse, WI 54601

To the Esteemed Honorable Mayor Mitch Reynolds and Members of the Common Council of La Crosse,

As LAX Fusion proudly stands on 200 Main Street, Suite 101, La Crosse, Wisconsin, 54061, we are a testament to the evolving tastes and preferences of our community. With a team of eight passionate employees (2 of which will maintain duties and responsibilities for liquor related transactions), our doors are open from Tuesday to Sunday, 11 am to 9 pm, inviting patrons to explore the depths of Asian fusion cuisine. Our restaurant has become a canvas where the vibrancy of Asia's culinary heritage is painted with local flavors, creating a dining experience that is both unique and inclusive.

Seeking permission to apply for a Combination "Class B" Beer and Liquor License:
We seek to elevate this dining experience with the introduction of a Combination" Class B" beer and liquor license, aiming to blend a selection of fine spirits with our culinary offerings. This strategic enhancement is designed not only to complement our diverse menu but also to integrate a beverage selection that reflects our commitment to quality and cultural diversity. Our proposal envisions alcoholic beverages accounting for 20% of our sales, while our restaurant as the cornerstone of the business, proudly representing 80%. This balance ensures that while spirits add a new dimension to our dining experience, whereas our culinary creations remain the heart and soul of LAX Fusion.

Commitment to Responsible Service and Community Wellbeing:
Our approach to incorporating spirits into our dining experience is guided by a strong commitment to responsible service and the wellbeing of our community. We will implement comprehensive training for our staff, focusing on responsible serving practices, to ensure a safe and enjoyable environment for all our patrons. By doing so, we not only adhere to our principles

of care and responsibility but also reinforce our dedication to contributing positively to the community's social fabric.

Enhancement of the Local Economy through Community Engagement:
The introduction of a liquor license at LAX Fusion is also an opportunity to further support our local economy. By prioritizing local breweries and distilleries in our selection, we aim to spotlight the rich tapestry of local produce, thereby fostering a deeper sense of community and mutual support. This initiative is expected to not only create additional employment opportunities but also to enhance the vibrancy and appeal of Main Street, contributing to the broader economic and social vitality of La Crosse.

Our proposal for a Combination Class B beer and liquor license is driven by a vision to offer a more holistic dining experience at LAX Fusion, where exceptional food and carefully selected spirits come together to celebrate the rich diversity of Asian cultures. By maintaining a focus on our culinary offerings as the cornerstone of our business, representing 80% of our sales, and integrating a thoughtful selection of alcoholic beverages to constitute 20% of our sales, we aim to enrich the fabric of La Crosse's dining scene. We respectfully request your support in this endeavor, as we are committed to elevating the communal dining experience while fostering a safe, responsible, and economically vibrant community.

Thank you for considering our application.

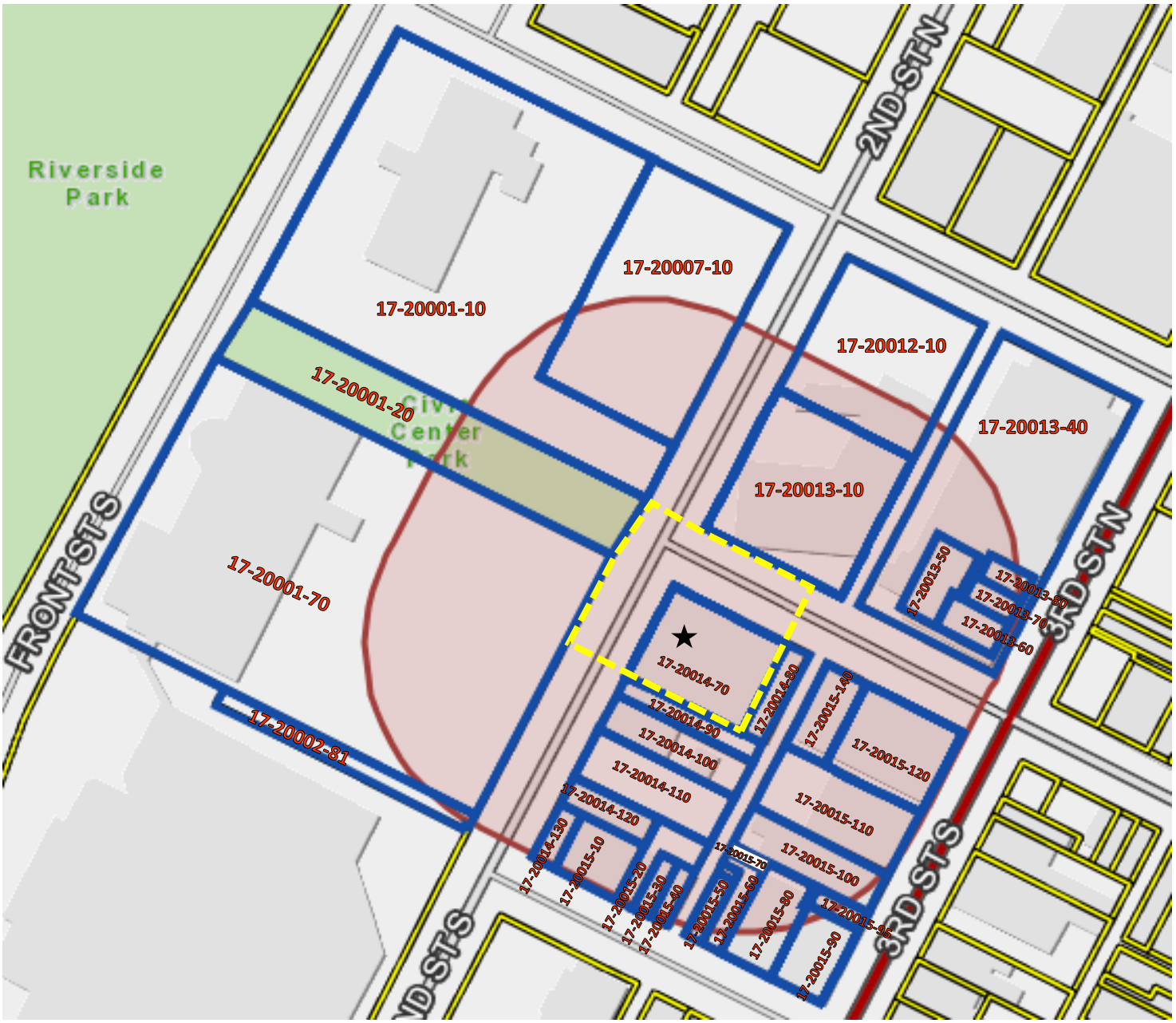
Sincerely,

Pa Houa Vang
Owner of LAX Fusion

Tax Parcel	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip
17-20001-10	100 HARBORVIEW PARTNERS LLC	100 2ND ST N 100 HARBORVIEW PLZ	509 2ND ST N STE 201	LA CROSSE WI 54601
17-20001-20	CITY OF LACROSSE	FRONT ST	400 LA CROSSE ST	LA CROSSE WI 54601
17-20001-70	RLH SUB INC C/O DB REINHART	100 2ND ST S 111 FRONT ST S	PO BOX 2228	LA CROSSE WI 54602-2228
17-20002-81	REINHART REAL ESTATE GROUP INC	2ND ST S	201 MAIN ST	LA CROSSE WI 54601
17-20007-10	100 HARBORVIEW PARTNERS LLC	100 2ND ST N	509 2ND ST N STE 201	LA CROSSE WI 54601
17-20012-10	FIRST BANK LACROSSE BUILDING CORP	201 MAIN ST	319 MAIN ST	LA CROSSE WI 54601
17-20012-10	FIRST BANK LACROSSE BUILDING CORP C/O FIRST LACROSSE PROPERTIES	201 MAIN ST	501 8TH ST S	MINNEAPOLIS MN 55404
17-20013-10	FIRST BANK LACROSSE BUILDING CORP	201 MAIN ST	4210 OLD SHAKOPEE RD W	BLOOMINGTON MN 55437
17-20013-10	FIRST BANK LACROSSE BUILDING CORP C/O FIRST LACROSSE PROPERTIES	201 MAIN ST	501 8TH ST S	MINNEAPOLIS MN 55404
17-20013-40	CITY OF LACROSSE	115 3RD ST N	400 LA CROSSE ST	LA CROSSE WI 54601
17-20013-50	WOLF RENTALS LLC	221 MAIN ST	115 11TH ST N	LA CROSSE WI 54601
17-20013-60	BBL REAL ESTATE HOLDINGS LLC	227 & 231 MAIN ST 103 3RD ST N	103 3RD ST N	LA CROSSE WI 54601
17-20013-70	RALPHS LLC	109 3RD ST N	PO BOX 32	LA CROSSE WI 54602-0032
17-20013-80	RALPHS LLC	111 3RD ST N	PO BOX 32	LA CROSSE WI 54602-0032
17-20014-100	AMBIANCE LLC	113 & 115 2ND ST S	113 2ND ST S	LA CROSSE WI 54601-3206
17-20014-110	PAMPERIN PARKING LLC	117, 119, 121 2ND ST S	113 2ND ST S	LA CROSSE WI 54601
17-20014-120	A & I MCCORMICK LLC	123, 125, 127 2ND ST S	PO BOX 135	LA CRESCENT MN 55947-0135
17-20014-130	JOHN J SATORY JR	129 2ND ST S 201 PEARL ST	201 PEARL ST	LA CROSSE WI 54601
17-20014-80	XIAOXU WU, YINGMIN LIN	212 MAIN ST	W6808 HILLTOP DR	ONALASKA WI 54650
17-20014-90	VISKER PROPERTIES LLC	109 & 111 2ND ST S	111 2ND ST S	LA CROSSE WI 54601
17-20015-10	PEARL STREET WEST LLC C/O TJ'S	205, 207, 209 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-100	THIRD STREET CENTER LLC C/O TJ'S	116, 118 3RD ST S	215 PEARL ST	LA CROSSE WI 54601
17-20015-110	WESTERN PACIFIC PARTNERS C/O ANTIQUE CENTE ROF LA CROSSE LTD	110 & 114 3RD ST S	110 3RD ST S	LA CROSSE WI 54601
17-20015-120	CROW PROPERTIES LLC THE	100 & 106 3RD ST S 222, 228, 230, 232, 234, 236 MAIN ST	119 19TH ST N	LA CROSSE WI 54601
17-20015-140	MAIN STREET RENAISSANCE INC	214, 216, 218, 220 MAIN ST	504 MAIN ST	LA CROSSE WI 54601
17-20015-20	PEARL STREET WEST LLC C/O TJ'S	211 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-30	PEARL STREET WEST LLC C/O TJ'S	213 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-40	PEARL STREET WEST LLC C/O TJ'S	215 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-50	RONALD J KIND	217, 219 PEARL ST	3061 EDGEWATER LN	LA CROSSE WI 54603
17-20015-60	JPV PROPERTIES LLC	221 PEARL ST	PO BOX 739	DELANO MN 55328
17-20015-70	GEORGE MARKOS JR	219 PEARL ST	W3595 LARSON RD	MINDORO WI 54644
17-20015-80	JPV PROPERTIES LLC	223, 225, 227 PEARL ST	PO BOX 739	DELANO MN 55328
17-20015-90	JPV PROPERTIES LLC	122, 124, 125, 128 3RD ST S	PO BOX 739	DELANO MN 55328
17-20015-95	DAVID J RUDRUD	120 3RD ST S	120 3RD ST S	LA CROSSE WI 54601

Properties within 200 feet (excluding right-of-way) of 200 Main Street, Suite 101

Applicant	CY CAPITAL LLC	200 MAIN ST SUITE 101	2734 ONALASKA AVE	LA CROSSE WI 54603



= Properties within 200 feet of 200 Main Street Suite 101 and excluded right-of-way adjacent to subject parcel.

NOTICE OF HEARING ON
APPLICATION FOR A CONDITIONAL USE PERMIT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing upon the application of **CY Capital LLC for the issuance of a Conditional Use Permit under Sec. 115-359** of the Municipal Code of Ordinances of the City of La Crosse **allowing permission to apply for a Combination "Class B" Beer & Liquor License.**

Said property is generally located at **200 Main Street, Suite 101** and is further described as follows: *Tax Parcel 17-20014-70*

The City Plan Commission will meet to consider such application on **Monday, April 29, 2024 at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, April 30, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, May 9, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

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

The application and supporting documentation may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 24-0432).

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

Dated this 10th day of April, 2024.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Publish: April 16 and 23, 2024
One (1) Affidavit

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

RECEIVED
APR 18 2024
City Clerk's Office

Presort
First Class Mail
ComBasPrice

US POSTAGE IMI PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

AMBIANCE LLC
113 2ND ST S
LA CROSSE WI 5460

553 NFE 1537723I0004/16/24
RETURN TO SENDER
:AMBIANCE LLC
1703 SUNSET DR
LA CROSSE WI 54601-7028

RETURN TO SENDER

INT

74 DRC IMPB 05 [illegible]

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

RECEIVED
APR 18 2024
City Clerk's Office

Presort
First Class Mail
ComBasPrice

US POSTAGE IMI PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

PAMPERIN PARKING LLC
113 2ND ST S
LA CROSSE WI 5460

553 NFE 1537723I0004/16/24
RETURN TO SENDER
:PAMPERIN PARKING LLC
1703 SUNSET DR
LA CROSSE WI 54601-7028

RETURN TO SENDER

9327010676212121

INT

74 DRC IMPB 05 [illegible]

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY B
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

Ank

24-0432
-0515

FIRST BANK LACROSSE BUILDING CORP
319 MAIN ST
LA CROSSE WI 546

NIXIE 553 FE 1537 0004/19/24
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 54601337400 *0378-00650-19-27

ANK
74 DRCIMMB 54601>3374

NIXIE 553 DE 1537 0004/18/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 54601337400 *0378-01036-18-17

54601>3374
VAC

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

17

RECEIVED
APR 22 2024
City
Clerk's
Office

VAC

FIRST BANK LACROSSE BUILDING CORP
4210 OLD SHAKOPEE RD W
BLOOMINGTON MN 55437

24-0432
24-0515

42 DRCINMB 55437

Agenda Item 24-0432 (Jenna Dinkel)

Application of CY Capital LLC for a Conditional Use Permit at 200 Main Street, Suite 101, allowing permission to apply for a Combination "Class B" Beer & Liquor license.

General Location

Council District 6. Downtown Neighborhood Association. Located on Main Street between 2nd and 3rd Street as depicted on attached Map PC24-0432. The property is in the Downtown Commercial Historic District and is surrounded by a mix of retail and commercial with upper floor office and residential.

Background Information

The applicant is requesting a Conditional Use Permit for a Class B Beer & Liquor License to operate a new Asian Fusion restaurant and bar. This space was previously occupied by the Bronze Dragon. The new establishment has anticipated hours of Tuesday through Sunday from 11:00 am to 9:00 pm. Staff for the restaurant and bar will include approximately eight employees. The owner anticipates total sales will include 20% in alcohol sales and 80% of food sales.

Recommendation of Other Boards and Commissions

N/A

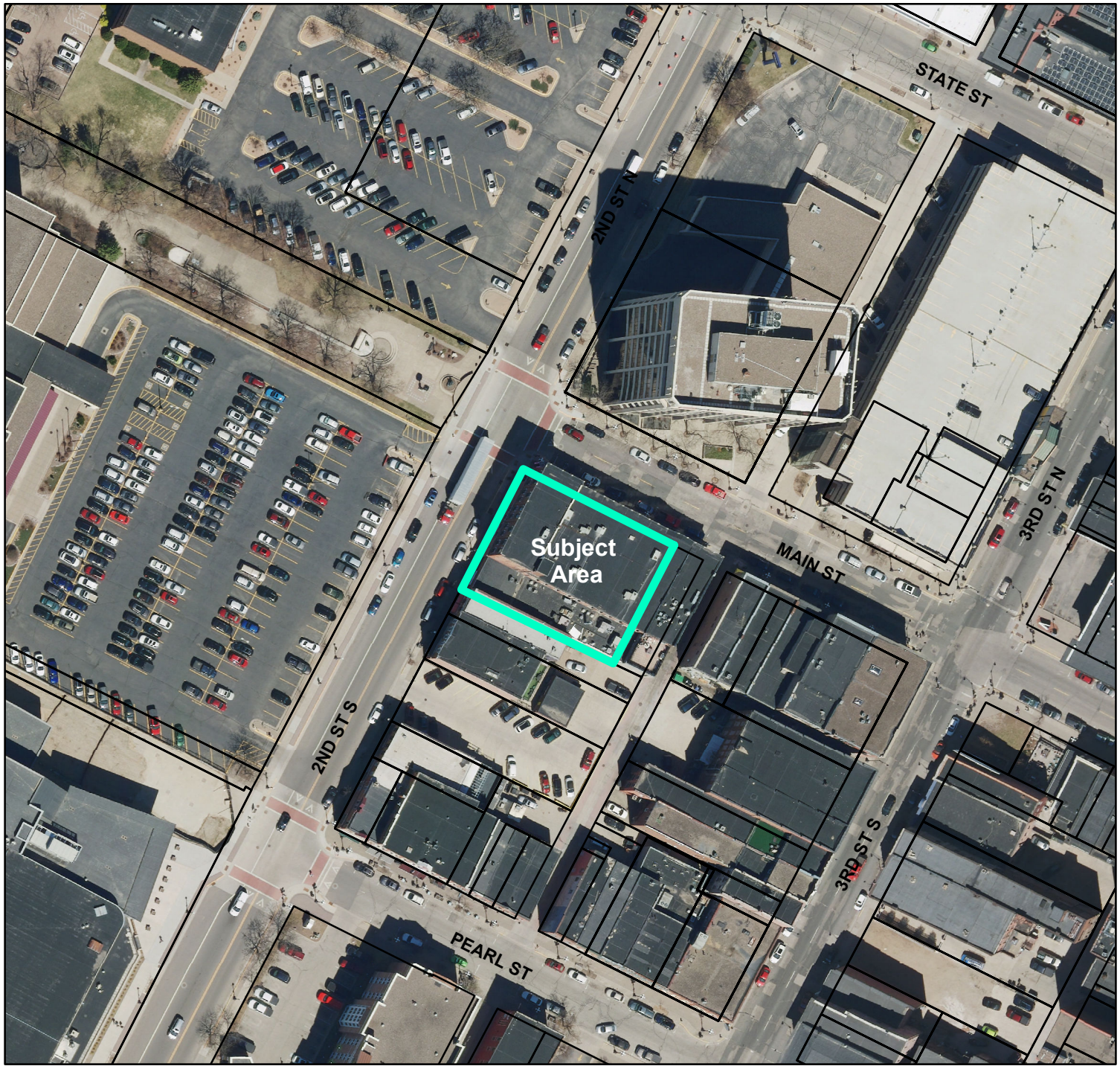
Consistency with Adopted Comprehensive Plan

The Future land use framework indicates that high-intensity mixed-use is a desirable use in the Downtown District. The proposed use as a restaurant and bar is consistent with the future land use.

Staff Recommendation

Approval-This item is recommended for approval and the application has met all the requirements in the Municipal Code.

Routing J&A 4.30.2024



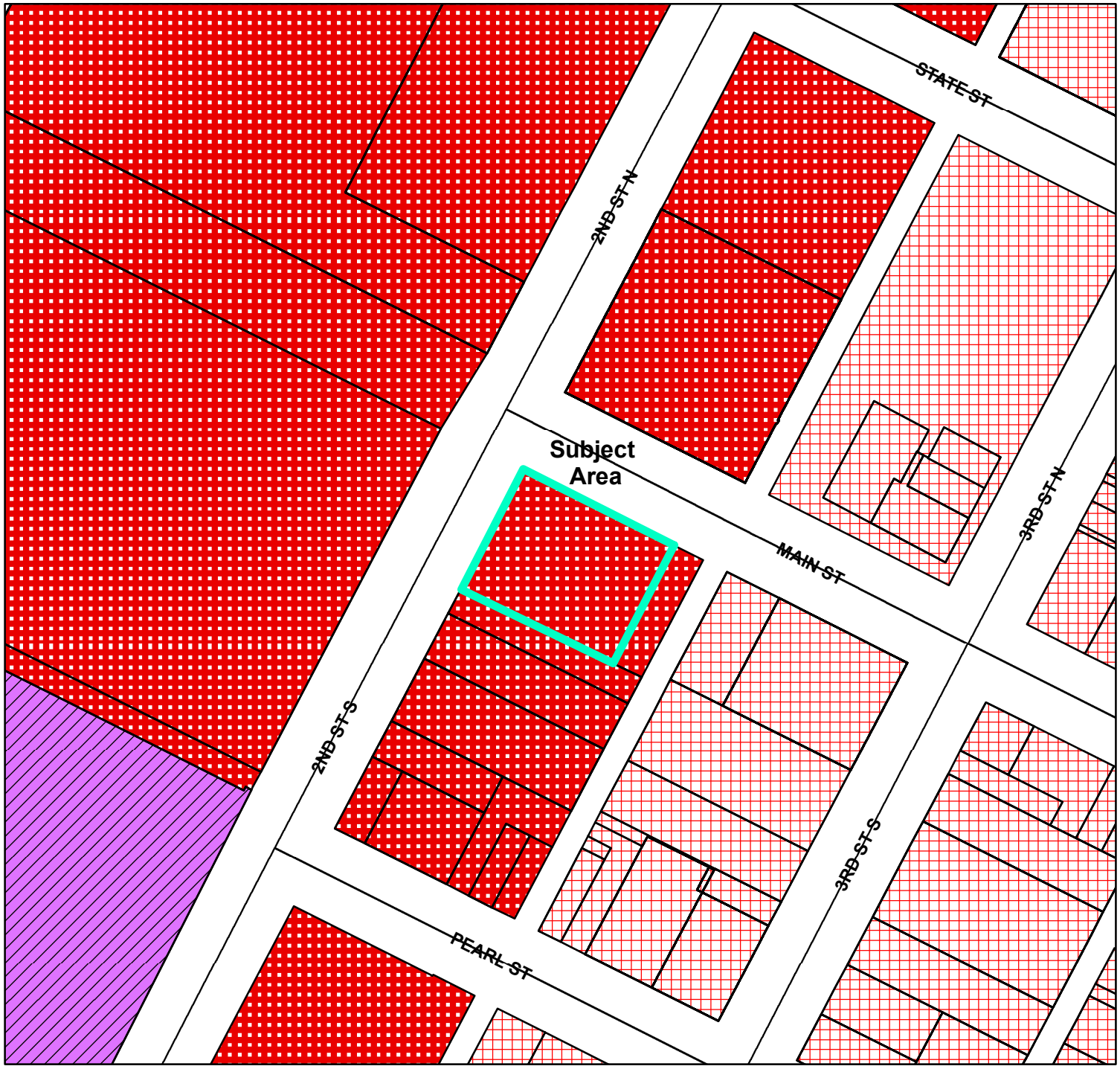
BASIC ZONING DISTRICTS

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

0 50 100 200 Feet

City of La Crosse Planning Department - 2024

PC 24-0432



BASIC ZONING DISTRICTS

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N W E S

0 50 100 200 Feet

City of La Crosse Planning Department - 2024

PC 24-0432

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0515

Agenda Date: 4/30/2024 **Version:** 1 **Status:** New Business

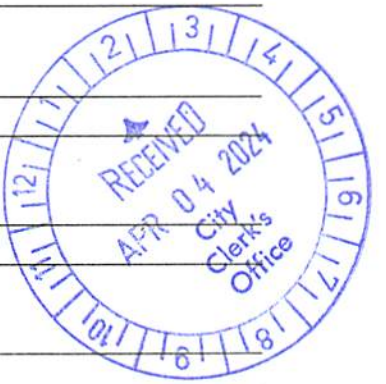
In Control: Judiciary & Administration Committee **File Type:** Application

Agenda Number:

CONDITIONAL USE PERMIT APPLICATION

Applicant (name and address): CDHN LLC 200 Main St. #102 La Crosse, WI 54601

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



Architect (name and address), if applicable:

Professional Engineer (name and address), if applicable:

Contractor (name and address), if applicable:

Address(es) of subject parcel(s): 200 Main St. Suite 102

Tax Parcel Number(s): 17-20014-70

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

Zoning District Classification: C-3 Community Business

A Conditional Use Permit is required per La Crosse Municipal Code Sec. 115-359

If the use is defined in Sec.:

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

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

Description of subject site and **CURRENT** use: Vacant

Description of **PROPOSED** site and operation/use (detailed plan of the proposed site): An upscale restaurant and bar aimed for cocktail enthusiasts and food lovers. *See Attached cover letter for more detail

Type of Structure **proposed**: Upscale Restaurant and Bar

Number of **current** employees, if applicable: 4

Number of **proposed** employees, if applicable: 9

Number of **current** off-street parking spaces: 0

Number of **proposed** off-street parking spaces: Parking Ramp

Legal Description

5. **The Land referred to in this policy is described as follows:**

That part of Lots 1 and 2 in Block 20 of Town of LaCrosse, in the City of LaCrosse, LaCrosse County, Wisconsin, described as follows: Beginning at the Northwesterly corner of said Lot 1; thence Easterly along the Northerly line thereof 127.86 feet, more or less, to the centerline of a party wall; thence Southerly along said centerline 99.68 feet to the Northerly line of the Southerly 22.25 feet of said Lot 2; thence Westerly along said Northerly line 46 feet 2 inches to a point which is .06 feet Northerly of the Northeasterly corner of a building; thence Southerly parallel with the Westerly line of said Lot 2 a distance of .06 feet to said Northeasterly corner of the building; thence Westerly along the Northerly line of said building 81 feet 6.5 inches to the Westerly line of said Lot 2; thence Northerly along the Westerly line of said Lots 2 and 1 a distance of 101 feet more or less to the point of beginning.

Together with an easement for driveway purposes over the South 10 feet of the premises immediately adjacent on the East and together with the right to install under the surface of said South 10 feet a fuel oil storage tank and together with the right to service, repair and use said tank. Together with Party Wall Rights set forth in deed recorded in Volume 158 of Deeds, page 601, LaCrosse County Records. Together with Party Wall Rights set forth in deed recorded in Volume 144 of Deeds, page 253, LaCrosse County Records.

200 Main St.
(Tax Parcel No. 17-20014-070)

** If the proposed use is defined in Sec. 115-347(6)(c)*

_____ ***(1)*** and is proposed to have 3 or more employees at one time, a 500-foot notification is required and off-street parking shall be provided. **Will there be 3 or more employees at one time? Y X N __**

or

_____ ***(2)*** a 500-foot notification is required and off-street parking is required.

Where the side or rear lot line abuts or is located across an alley from any residential zoning district, abutting residential property owners shall be notified of the privacy fence provision by the City Clerk.

Any Conditional Use Permit required pursuant Sec. 115-347(6) shall be recorded with the La Crosse County Register of Deeds at the owner's expense.

*****If the proposed use is defined in Sec. 115-353 or 115-356, abutting property owners shall be notified of the privacy fence provision by the City Clerk.***

Check here if proposed operation or use will be a **parking lot**: _____

Check here if proposed operation or use will be **green space**: _____

Applicant/property owner may be subject to a payment in lieu of taxes for a period of twenty (20) years or until the property tax valuation of any new structure or improvements is equal to or greater than the base year valuation of the improvement or structure being demolished.

In accordance with Sec. 115-356 of the La Crosse Municipal Code, a Conditional Use Permit is required for demolition or moving permits if the application does not include plans for a replacement structure of equal or greater value. **Any such replacement structure shall be completed within two (2) years of the issuance of any demolition or moving permit.**

If the above paragraph is applicable, the Conditional Use Permit shall be recorded with the La Crosse County Register of Deeds and should the applicant not complete the replacement structure of equal or greater value within two (2) years of the issuance of any demolition/moving permit, the applicant or property owner shall be subject to a forfeiture of up to $5,000 per day for each day not completed.

CERTIFICATION: I hereby certify that I am the owner of the subject parcel(s) or authorized agent and that I have read and understand the content of this application and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

_____ 04/02/24
(signature) (date)

507-429-5465 HBrom33@gmail.com
(telephone) (email)

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally appeared before me this 2nd day of April, 2024, the above named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michelle L Volz
Notary Public
My Commission Expires: 9-17-27

MICHELLE L VOLZ NOTARY PUBLIC STATE OF WISCONSIN

Applicant shall, before filing with the City Clerk's Office, have this application reviewed and the information verified by the Director of Planning & Development.

Review was made on the 10th day of April, 2024.

Signed: _____, Ron Marcy,
Director of Planning & Development

AFFIDAVIT OF OWNER

STATE OF Wisconsin)
) ss
COUNTY OF La Crosse)

The undersigned, Bradley Frahm, being duly
(owner of subject parcel(s) for Conditional Use)

sworn states:

1. That the undersigned is an adult resident of the City of La Crosse,
State of Wisconsin.

2. That the undersigned is a/the legal owner of the property located at:
200 Main Street
BN ~~205 5th Ave S~~, La Crosse, WI 54601.
(address of subject parcel for Conditional Use)

3. By signing this affidavit, the undersigned property owner authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

Brad Frahm
Property Owner

Subscribed and sworn to before me this 2 day of April, 2024.

Kayla Lynn Troxel
Notary Public
My Commission expires 11/23.

KAYLA LYNN TROXEL NOTARY PUBLIC STATE OF WISCONSIN

KAYLA LYNN TROXEL
NOTARY
PUBLIC
STATE OF WISCONSIN

CDHN LLC DBA as Lux lounge

200 main st. La Crosse WI 54601

Suite 102

Appointed agent:

Hunter Brom

507-429-5465

Business Plan

1.Executive Summary:

The Lux Lounge is a veteran owned speakeasy. The cocktail lounge is positioned to revive the allure of Prohibition-era indulgence, offering a hidden oasis for cocktail enthusiasts and food lovers. With an annual sales target of $500,000 (split equally between alcohol and food), we aim to merge the charm of yesteryears with modern twists on classic cocktails and upscale comfort dining. Operating from 4 pm until closing, our establishment promises to be the clandestine rendezvous for those seeking sophistication and intrigue.

2. Business Description:

Nestled discreetly, our cocktail lounge exudes the ambiance of a bygone era with vintage decor, subtle lighting, and an air of secrecy. Behind our unassuming exterior lies a world of refined libations and gourmet cuisine, featuring artisanal cocktails, high-end appetizers, and gourmet burgers. Our menu blends flavors of the past with contemporary culinary techniques, ensuring an unforgettable dining experience.

3. Market Analysis:

Appealing to a sophisticated clientele, the speakeasy concept offers exclusivity and allure. By combining clandestine drinking with elevated dining, we aim to carve a niche, attracting discerning patrons seeking an immersive experience. Our evening hours cater to professionals, couples, and groups desiring an intimate and refined social atmosphere.

4. Marketing Strategy:

- Mystery and Intrigue: Embrace our speakeasy concept in marketing, generating curiosity among potential patrons.

- Word of Mouth: Foster exclusivity through word-of-mouth, encouraging patrons to share their experiences.

- Limited-Time Offerings: Create excitement with seasonal cocktails and special events, enticing regular visits.

- Social Media Teasers: Tease upcoming offerings on platforms like Instagram and Twitter to drive foot traffic.

5. Operations Plan:

- Beverage Program: Develop a bespoke cocktail menu with premium spirits and fresh ingredients.

- Culinary Excellence: Craft a menu of Gourmet appetizers and Gourmet burgers that complement our cocktails.

- Atmosphere and Ambiance: Pay meticulous attention to decor for an immersive experience.

- Guest Experience: Train staff to provide personalized service, enhancing the speakeasy vibe.

6. Financial Projections:

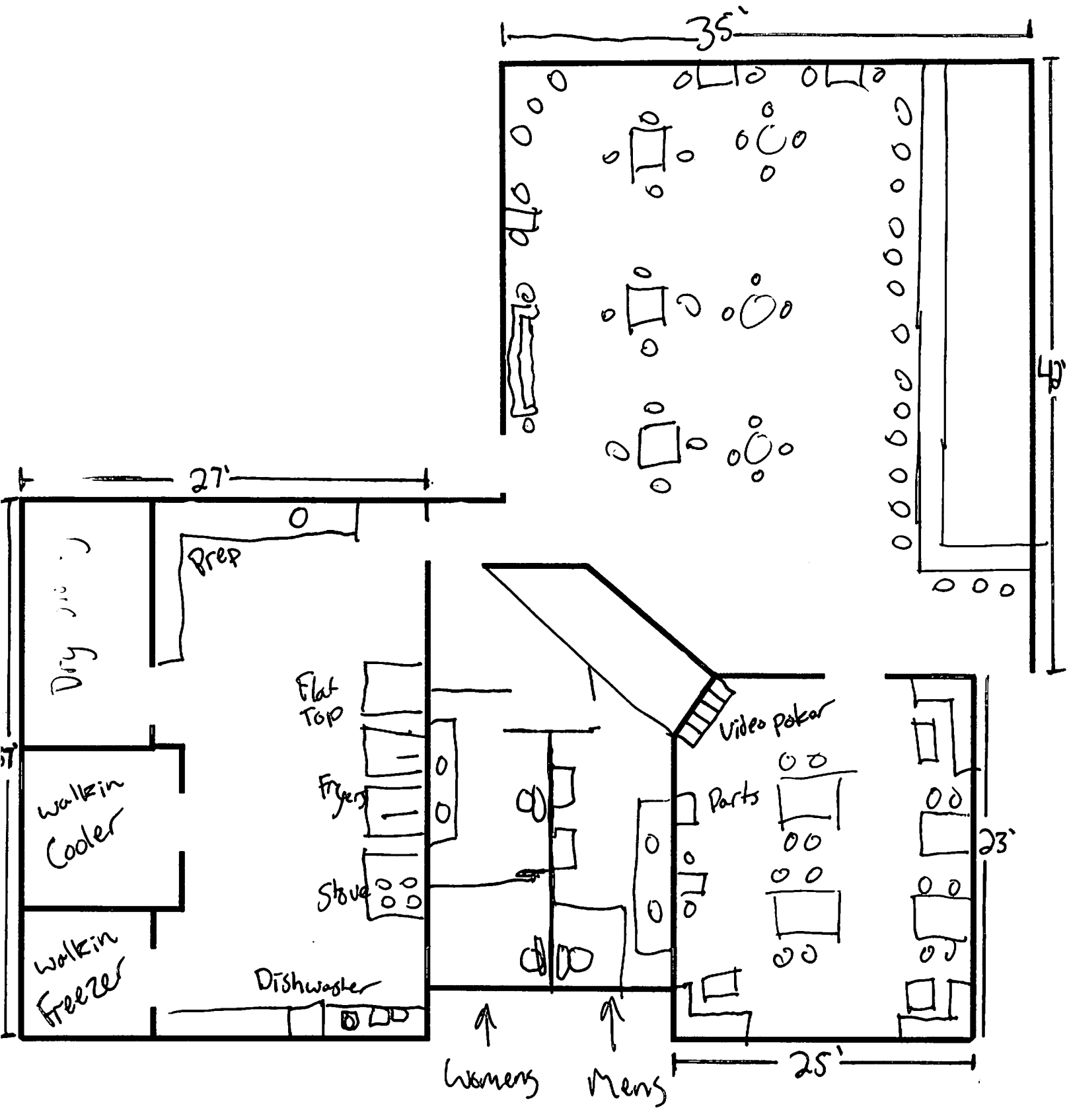
- Start-up Investment: Estimate initial expenses for leasehold improvements, equipment, staffing, and marketing.

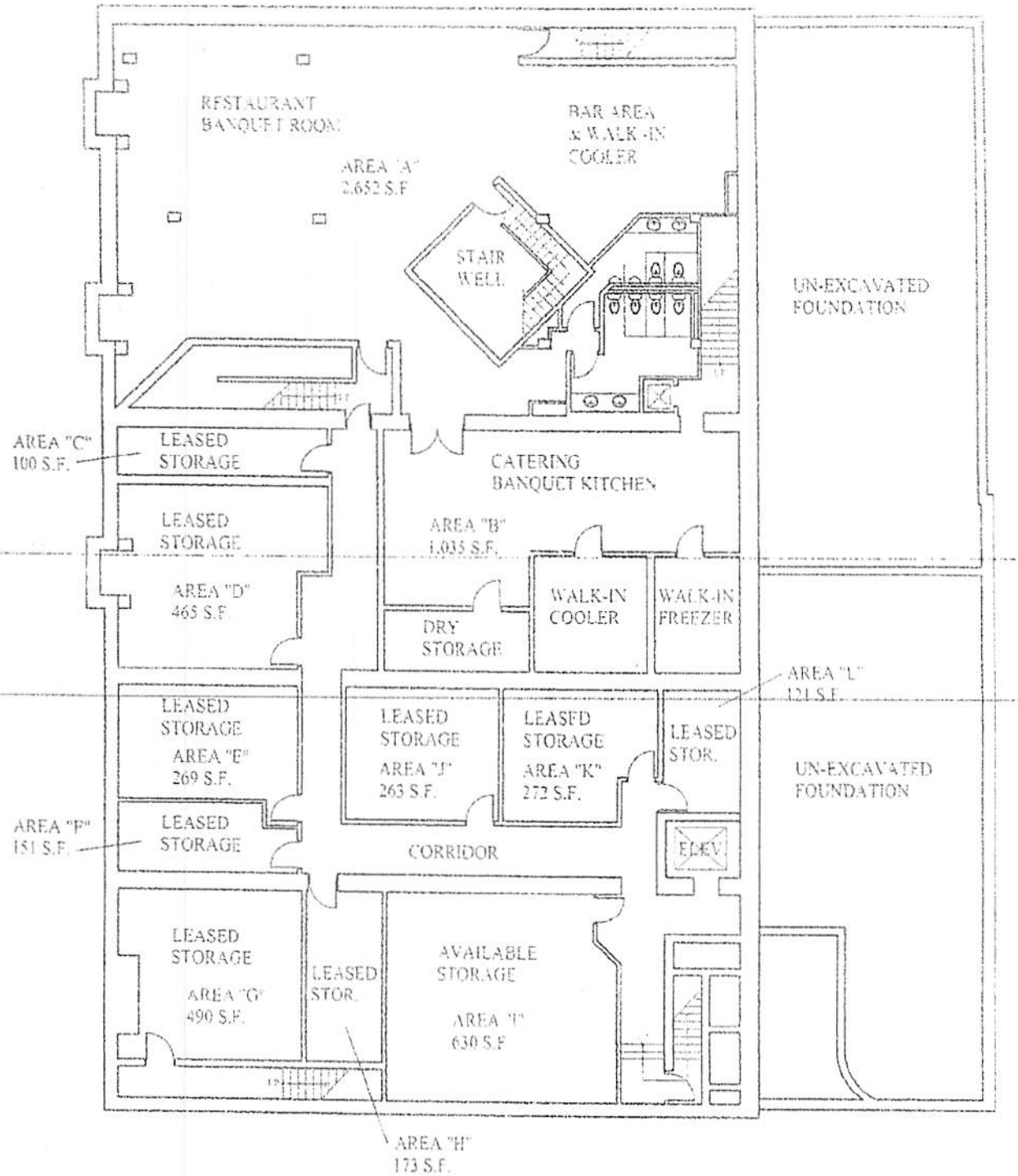
- Revenue Forecast: Our annual sales are based on estimated alcohol and food sales.

- Profitability Analysis: Monitor key performance indicators to optimize profitability and sustainability.

7. Conclusion:

Our speakeasy cocktail lounge promises to captivate patrons with its blend of mystery, intrigue, and culinary excellence. With strategic marketing, meticulous operations, and a commitment to customer satisfaction, we're poised to exceed sales projections and cultivate a loyal following. We eagerly await the opportunity to transport guests to a bygone era of clandestine cocktails and immersive ambiance at our establishment.


35'
45'
27'
Prep
Dry
Flat Top
Fryers
Stove
Walk in Cooler
Walk in Freezer
Dishwasher
Video Poker
Parts
23'
25'
Womens
Mens



BASEMENT FLOOR PLAN

NORTH

SCALE
1/16" = 1'-0"

DATE:
JULY 23, 2007

GERRARD OFFICE
PH 608-782-4482

POWELL PLACE 200 MAIN STREET
GERRARD CORPORATION
LaCROSSE, WISCONSIN 54601

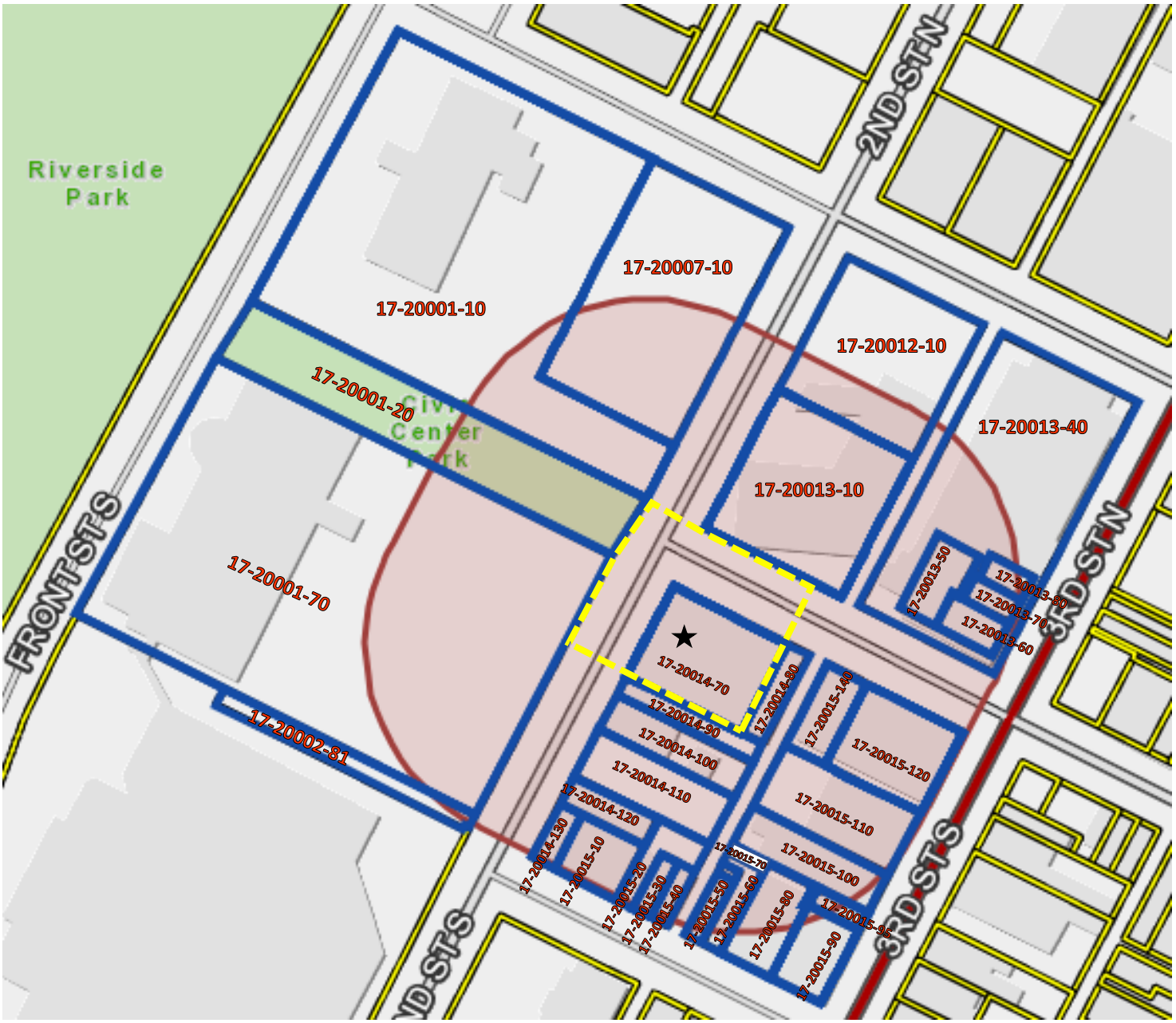
GERRARD

DREAM ARCHitecture LLC.
design → work → live
272 Indian Bend Road
Burlington, Wisconsin 53105
James Warner Pankratz AIA ph: 414-588-5311

Tax Parcel	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip
17-20001-10	100 HARBORVIEW PARTNERS LLC	100 2ND ST N 100 HARBORVIEW PLZ	509 2ND ST N STE 201	LA CROSSE WI 54601
17-20001-20	CITY OF LACROSSE	FRONT ST	400 LA CROSSE ST	LA CROSSE WI 54601
17-20001-70	RLH SUB INC C/O DB REINHART	100 2ND ST S 111 FRONT ST S	PO BOX 2228	LA CROSSE WI 54602-2228
17-20002-81	REINHART REAL ESTATE GROUP INC	2ND ST S	201 MAIN ST	LA CROSSE WI 54601
17-20007-10	100 HARBORVIEW PARTNERS LLC	100 2ND ST N	509 2ND ST N STE 201	LA CROSSE WI 54601
17-20012-10	FIRST BANK LACROSSE BUILDING CORP	201 MAIN ST	319 MAIN ST	LA CROSSE WI 54601
17-20012-10	FIRST BANK LACROSSE BUILDING CORP C/O FIRST LACROSSE PROPERTIES	201 MAIN ST	501 8TH ST S	MINNEAPOLIS MN 55404
17-20013-10	FIRST BANK LACROSSE BUILDING CORP	201 MAIN ST	4210 OLD SHAKOPEE RD W	BLOOMINGTON MN 55437
17-20013-10	FIRST BANK LACROSSE BUILDING CORP C/O FIRST LACROSSE PROPERTIES	201 MAIN ST	501 8TH ST S	MINNEAPOLIS MN 55404
17-20013-40	CITY OF LACROSSE	115 3RD ST N	400 LA CROSSE ST	LA CROSSE WI 54601
17-20013-50	WOLF RENTALS LLC	221 MAIN ST	115 11TH ST N	LA CROSSE WI 54601
17-20013-60	BBL REAL ESTATE HOLDINGS LLC	227 & 231 MAIN ST 103 3RD ST N	103 3RD ST N	LA CROSSE WI 54601
17-20013-70	RALPHS LLC	109 3RD ST N	PO BOX 32	LA CROSSE WI 54602-0032
17-20013-80	RALPHS LLC	111 3RD ST N	PO BOX 32	LA CROSSE WI 54602-0032
17-20014-100	AMBIANCE LLC	113 & 115 2ND ST S	113 2ND ST S	LA CROSSE WI 54601-3206
17-20014-110	PAMPERIN PARKING LLC	117, 119, 121 2ND ST S	113 2ND ST S	LA CROSSE WI 54601
17-20014-120	A & I MCCORMICK LLC	123, 125, 127 2ND ST S	PO BOX 135	LA CRESCENT MN 55947-0135
17-20014-130	JOHN J SATORY JR	129 2ND ST S 201 PEARL ST	201 PEARL ST	LA CROSSE WI 54601
17-20014-80	XIAOXU WU, YINGMIN LIN	212 MAIN ST	W6808 HILLTOP DR	ONALASKA WI 54650
17-20014-90	VISKER PROPERTIES LLC	109 & 111 2ND ST S	111 2ND ST S	LA CROSSE WI 54601
17-20015-10	PEARL STREET WEST LLC C/O TJ'S	205, 207, 209 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-100	THIRD STREET CENTER LLC C/O TJ'S	116, 118 3RD ST S	215 PEARL ST	LA CROSSE WI 54601
17-20015-110	WESTERN PACIFIC PARTNERS C/O ANTIQUE CENTE ROF LA CROSSE LTD	110 & 114 3RD ST S	110 3RD ST S	LA CROSSE WI 54601
17-20015-120	CROW PROPERTIES LLC THE	100 & 106 3RD ST S 222, 228, 230, 232, 234, 236 MAIN ST	119 19TH ST N	LA CROSSE WI 54601
17-20015-140	MAIN STREET RENAISSANCE INC	214, 216, 218, 220 MAIN ST	504 MAIN ST	LA CROSSE WI 54601
17-20015-20	PEARL STREET WEST LLC C/O TJ'S	211 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-30	PEARL STREET WEST LLC C/O TJ'S	213 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-40	PEARL STREET WEST LLC C/O TJ'S	215 PEARL ST	215 PEARL ST	LA CROSSE WI 54601
17-20015-50	RONALD J KIND	217, 219 PEARL ST	3061 EDGEWATER LN	LA CROSSE WI 54603
17-20015-60	JPV PROPERTIES LLC	221 PEARL ST	PO BOX 739	DELANO MN 55328
17-20015-70	GEORGE MARKOS JR	219 PEARL ST	W3595 LARSON RD	MINDORO WI 54644
17-20015-80	JPV PROPERTIES LLC	223, 225, 227 PEARL ST	PO BOX 739	DELANO MN 55328
17-20015-90	JPV PROPERTIES LLC	122, 124, 125, 128 3RD ST S	PO BOX 739	DELANO MN 55328
17-20015-95	DAVID J RUDRUD	120 3RD ST S	120 3RD ST S	LA CROSSE WI 54601

Properties within 200 feet (excluding right-of-way) of 200 Main Street, Suite 102

Applicant	CDHN LLC	200 MAIN ST SUITE 102	200 MAIN ST SUITE 102	LA CROSSE WI 54601



= Properties within 200 feet of 200 Main Street Suite 102 and excluded right-of-way adjacent to subject parcel.

NOTICE OF HEARING ON
APPLICATION FOR A CONDITIONAL USE PERMIT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing upon the application of **CDHN LLC for the issuance of a Conditional Use Permit under Sec. 115-359** of the Municipal Code of Ordinances of the City of La Crosse **allowing permission to apply for a Combination "Class B" Beer & Liquor License.**

Said property is generally located at **200 Main Street, Suite 102** and is further described as follows: *Tax Parcel 17-20014-70*

The City Plan Commission will meet to consider such application on **Monday, April 29, 2024 at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, April 30, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, May 9, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

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

The application and supporting documentation may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 24-0515).

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

Dated this 10th day of April, 2024.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Publish: April 16 and 23, 2024
One (1) Affidavit

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

RECEIVED
APR 18 2024
City Clerk's Office

Presort
First Class Mail
ComBasPrice

US POSTAGE IMI PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

AMBIANCE LLC
113 2ND ST S
LA CROSSE WI 5460

553 NFE 1537723I0004/16/24
RETURN TO SENDER
:AMBIANCE LLC
1703 SUNSET DR
LA CROSSE WI 54601-7028

RETURN TO SENDER

INT

74 DRC IMPB 05 [illegible]

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

RECEIVED
APR 18 2024
City Clerk's Office

Presort
First Class Mail
ComBasPrice

US POSTAGE IMI PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

PAMPERIN PARKING LLC
113 2ND ST S
LA CROSSE WI 5460

553 NFE 1537723I0004/16/24
RETURN TO SENDER
:PAMPERIN PARKING LLC
1703 SUNSET DR
LA CROSSE WI 54601-7028

RETURN TO SENDER

9327010676212121

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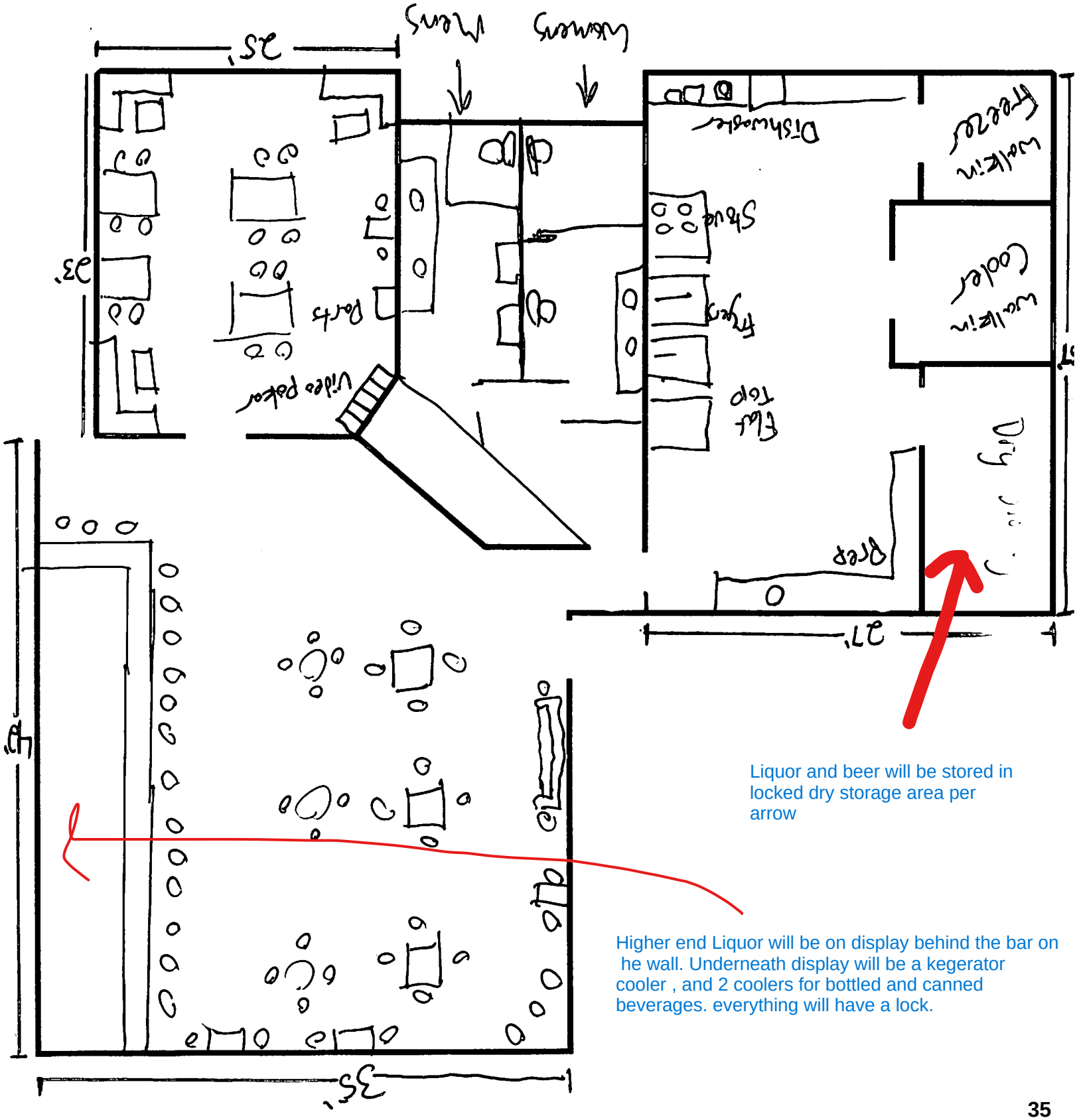
74 DRC IMPB 05 [illegible]


Liquor and beer will be stored in locked dry storage area per arrow
Higher end Liquor will be on display behind the bar on he wall. Underneath display will be a kegerator cooler , and 2 coolers for bottled and canned beverages. everything will have a lock.

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY B
ZIP 54601
02 1W
0001399329 APR 12 2024
$ 000.57[1]

RECEIVED
APR 22 2024
City
Clerk's
Office

24-0432
-0515

FIRST BANK LACROSSE BUILDING CORP
319 MAIN ST
LA CROSSE WI 546

NIXIE 553 FE 1537 0004/19/24
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 54601337400 *0378-00650-19-27

ANK
74 DRCIMMB 54601>3374

NIXIE 553 DE 1537 0004/18/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 54601337400 *0378-01036-18-17

54601>3374
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Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

37

RECEIVED
APR 22 2024
City
Clerk's
Office

VAC

FIRST BANK LACROSSE BUILDING CORP
4210 OLD SHAKOPEE RD W
BLOOMINGTON MN 55437

24-0432
24-0515

42 DRCINMB 55437

Agenda Item 24-0515 (Jenna Dinkel)

Application of CDHN LLC for a Conditional Use Permit at 200 Main Street, Suite 102, allowing permission to apply for a Combination "Class B" Beer & Liquor license.

General Location

Council District 6. Downtown Neighborhood Association. Located on Main Street between 2nd and 3rd Street as depicted on attached Map PC24-0515. The property is in the Downtown Commercial Historic District. Adjacent properties are zoned C2 Commercial and C3 Community Business and include uses such as a salon and barber, gift shop, bank, and restaurant.

Background Information

The applicant is requesting a Conditional Use Permit for a Class B Beer & Liquor License to operate a new restaurant and cocktail bar. The owner anticipates all sales will be split evenly between alcohol and food. The hours of operation are intended to be from 4:00 pm to close. They intend to have approximately nine employees.

Recommendation of Other Boards and Commissions

N/A

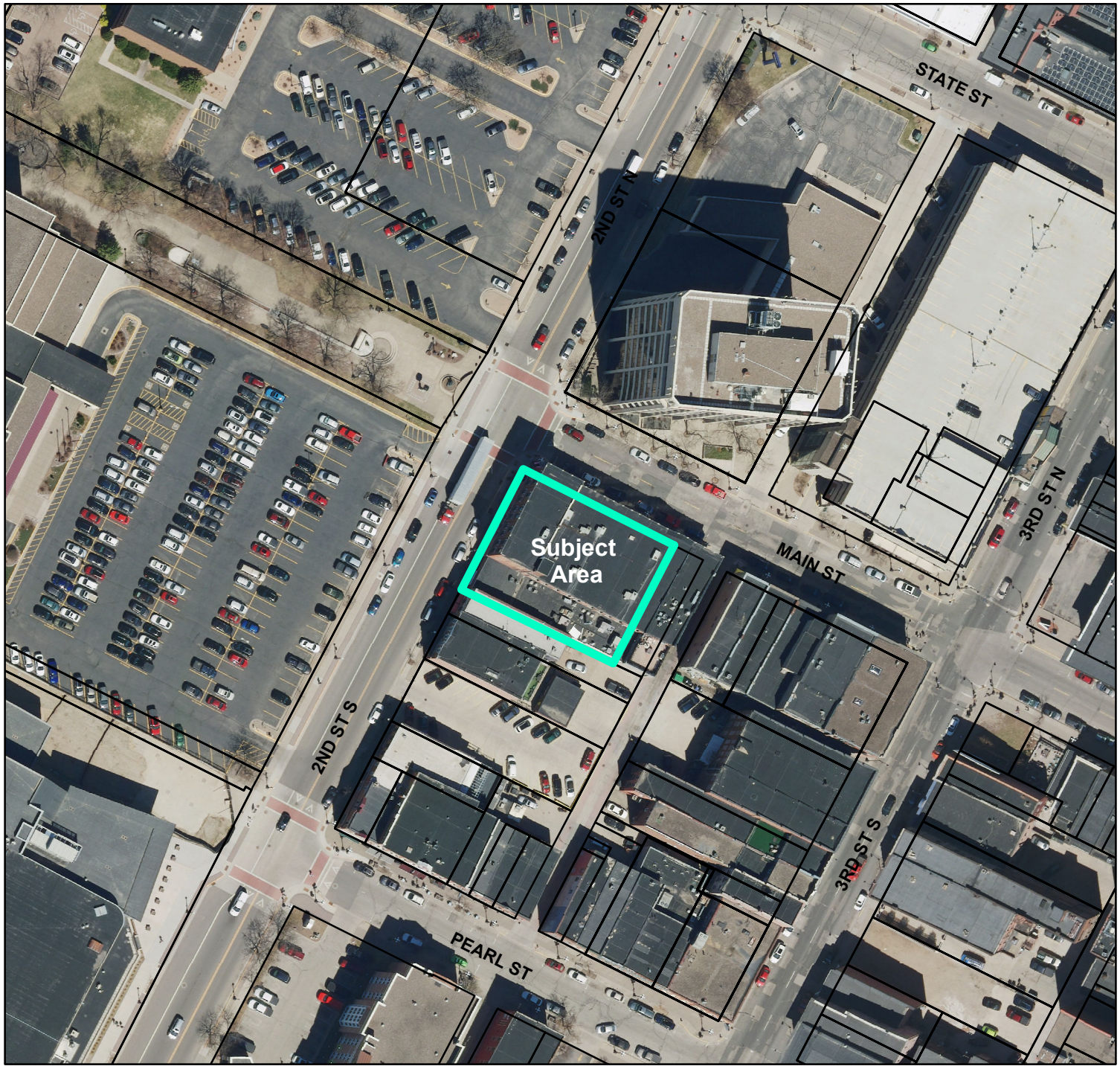
Consistency with Adopted Comprehensive Plan

This property is located in the Downtown District and would contribute to the high-intensity mixed-use land use in the area. High-intensity mixed-use is a desirable use for this area in the Comprehensive Plan.

Staff Recommendation

Approval-This item is recommended for approval and the application has met all the requirements in the Municipal Code.

Routing J&A 4.30.2024



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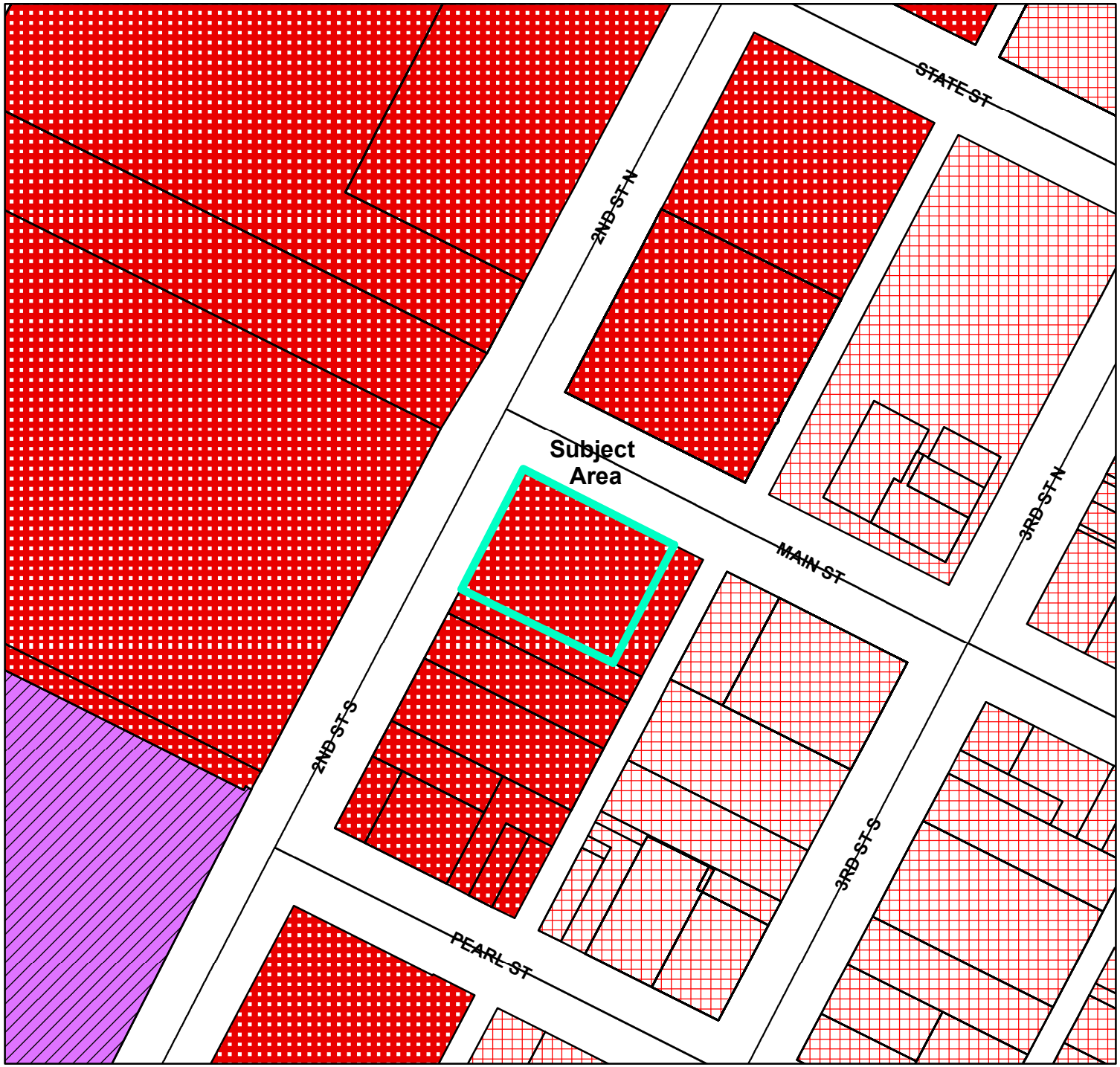
0 50 100 200 Feet

City of La Crosse Planning Department - 2024

PC 24-0515



BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
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- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

0 50 100 200 Feet

City of La Crosse Planning Department - 2024

PC 24-0515

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0469

Agenda Date: 5/2/2024 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution approving lease with The Hunger Task Force of La Crosse.

RESOLUTION

WHEREAS, the Hunger Task Force of La Crosse had entered into a lease with the City of La Crosse for property located on the northside of La Crosse and said lease expires on June 30, 2024.

WHEREAS, the Hunger Task Force of La Crosse is interested in entering into a new lease for the time period of July 1, 2024 through June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Lease Agreement between the City of La Crosse and Hunger Task Force of La Crosse.

BE IT FURTHER RESOLVED that the lease payments will be deposited in the General Fund.

BE IT FURTHER RESOLVED that the Storm Water Utility Fees created by the proposed use of these parcels are to be paid by the General Fund.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same.

LEASE AGREEMENT

This agreement is made this ___ day of _____, 2024 between the City of La Crosse, a municipal corporation, and The Hunger Task Force of La Crosse.

Now, in consideration of the promises and covenants contained herein, the City of La Crosse, hereinafter referred to as Lessor, agrees to lease the premises situated in the City of La Crosse, County of La Crosse and State of Wisconsin, known as and described in the attached Legal Description.

This lease is made to the Hunger Task Force of La Crosse, hereinafter referred to as Lessee, in return for the benefit to Lessor of having a community garden planted there and for other consideration. Lessor and Lessee make the following covenants and agreements:

1. Lessor agrees to lease to Lessee for a period of five years from July 1, 2024 to June 30, 2029, except that this lease may be terminated with a ninety (90) days' notice from lessor.

2. Lessee shall pay to Lessor as rent for said leased premises for said term the sum of Four Hundred Dollars ($400) to be paid annually by July 1.

3. No improvements shall be added to the rental space, nor alterations made on rental space without prior written consent from the Lessor, except for those improvements and alterations necessary to plant a community garden.

4. Lessee shall at lessee's sole expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, mowed and shoveled, including signage, and Lessee shall yield the leased premises back to the Lessor upon the termination or revocation of this lease, in the same condition in which Lessee received same, ordinary wear and tear excepted.

5. Lessee agrees that any sign placed on leased premises must be approved in writing by Lessor as to its size and content.

6. Lessee agrees that it will, at all times, hold property and the Lessor, the Lessor's agents and employees harmless for any and all loss, liability, claims, suits, costs, expenses and damages, both real and alleged resulting from or caused in part or whole by the Lessees use of this premises. Lessee shall provide Lessor with proof of liability insurance for a minimum of $500,000.

7. The premises shall be used by Lessee for the purpose of a community garden to promote the community through growing and activities for the education and welfare of the public. Short-term rental for any purpose which is related to Lessee's business shall be allowed with approval granted by the City of La Crosse Board of Public Works.

8. Lessee agrees not to assign this lease and not to sublet the leased premises.

9. Lessor may revoke this lease for Lessee's noncompliance with the provisions contained herein, for cessation of use or for abandonment of premises. Lessor shall be the sole judge of compliance.

10. Upon termination of this lease by its expiration or otherwise, lessee shall immediately yield possession of leased premises to Lessor and lessee shall remove any improvements plants, fencing, buildings, structures or equipment at lessee's sole expense.

11. Lessor shall work with Lessee to clean up the site post-harvest.

12. This agreement may be renewed by mutual consent and on such terms as are acceptable to the Lessee and the Common Council of the City of La Crosse.

Executed at La Crosse, Wisconsin, on this day above first written.

_____
Mitch Reynolds, Mayor

_____
Nikki Elsen, City Clerk

The Hunger Task Force of La Crosse by

_____ (title)

_____ (title)

Lease Description
For
The Hunger Task Force
At
Kane Street Gardens

Two parcels of land including:

825 Kane St

CERTIFIED SURVEY MAP NO. 116 VOL 17 LOT 1 DOC NO. 1712685

900 Kane St

Certified Survey Map No. 139 Vol 17 Lots 1 & 2 Doc No. 1719592 & Jane Cole’s Addition Block 16 & E1/2 Vac Kane St Lyg Wly & Adj to In Doc No. 1714331 EX Prt For RR R/W & THAT PRT OF FOLL DESC LYG WITHIN BLOCK 15 OF JANE COLE'S ADDITION & WITHIN BLOCK 12 OF MCCONNELL & WHITTLESEY'S ADDITION BEG AT SE COR OF BLOCK 12 MCCONNELL & WHITTLESEY N89D27M47SW 133.92FT TO SELY R/W LN OF CMSTP&PRR N48D42M13SE 180.51FT ALG SELY R/W LN TO W LN OF KANE ST S0D49M37SW 120.39FT TO POB & W1/2 VAC KANE ST LYG ELY & ADJ TO IN DOC NO. 1714331 SUBJ TO SLOPE ESMT IN V339 P308

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: 24-0469

Caption: Resolution approving lease with The Hunger Task Force of La Crosse.

Staff/Department Responsible for Legislation

Andrea Trane/Department of Planning, Development and Assessment

Requestor of Legislation

The Hunger Task Force of La Crosse

Location, if applicable

825 and 900 Kane Street

Summary/Purpose

The purpose of this legislation is to approve a lease extension for five years to The Hunger Task Force at 825 and 900 Kane Streets to continue the Kane Street Community Garden.

Background

From The Hunger Task Force's website:
"The Hunger Task Force Kane Street Community Garden was established in 1998, and produces, on average, 30,000 pounds of fresh, organically-grown vegetables each year. Garden produce is given away FREE to the community on harvest nights. The Garden is located on the corner of Kane and St. Cloud Streets on the North side of La Crosse. Under the direction of the garden staff, hundreds of volunteers assist with planting, weeding, and harvesting each season. "

The lease would allow the community garden to continue on this site on city-owned property.

Fiscal Impact

None. This lease payment would cover stormwater invoices. The tenant pays water invoices directly.

Staff Recommendation

Approval.

Agenda Item 24-0469 (Andrea Trane)

Resolution approving lease with The Hunger Task Force of La Crosse.

General Location

Tax parcels 17-10062-70 (900 Kane St) and 17-10069-32 (825 Kane St), Council District 3, Lower Northside and Depot Neighborhood Association.

Background Information

The Hunger Task Force is requesting to renew their lease for the Kane Street Community Garden.

As requested by The Hunger Task Force, this proposed lease is for five years. The previous lease was for three years. The current lease expires on June 30, 2024, and the new lease would expire June 30, 2029.

The lease rate has increased from $130 annually for 3 years to $400 annually. This increase was made to cover an anticipated increase in stormwater utility fees.

Recommendation of Other Boards and Commissions

None

Consistency with Adopted Comprehensive Plan

This site is part of N-9, the Lower Northside and Depot neighborhood. Existing uses are “Allowable.”

Staff Recommendation

Staff recommends approval.

Routing F&P 5.2.2024

BASIC ZONING DISTRICTS

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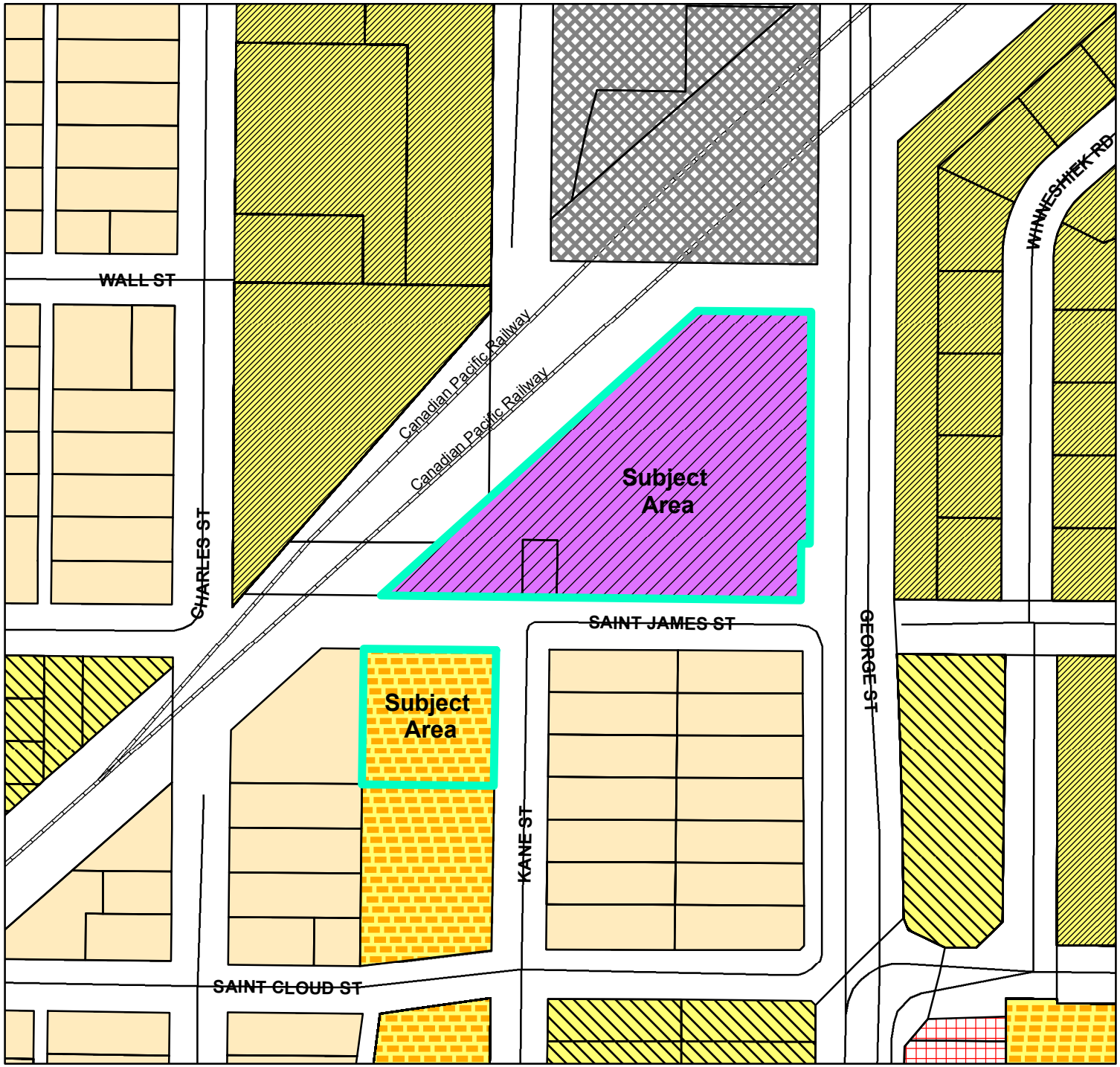
0 80 160 320 Feet

City of La Crosse Planning Department - 2024

PC 24-0469



BASIC ZONING DISTRICTS

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N W E S

0 80 160 320 Feet

City of La Crosse Planning Department - 2024

PC 24-0469

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0516

Agenda Date: 4/30/2024 **Version:** 1 **Status:** New Business

In Control: Judiciary & Administration Committee **File Type:** Ordinance

ORDINANCE NO.: _____

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Heavy Industrial District to the Local Business District allowing for an ethnic grocery store with new housing units built over the existing structure at 2109-2111 South Avenue.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Subsection 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Heavy Industrial District to the Local Business District on the Master Zoning Map, to-wit:

Tax Parcel 17-50280-120; 2109-2111 South Avenue

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This ordinance shall take effect and be in force from and after its passage and publication.

_____
Mitch Reynolds, Mayor

_____
Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

Petitioner (name and address):
Panchajanya 2 Real Estate LLC.
3380 Peace St, La Crosse, WI-45601

Owner of site (name and address):
GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES INC
ATTN: A/P MS NCA1

Address of subject premises:
2111, 2109 South Ave, La crosse, WI-54601

Tax Parcel No.: 17-50280-120

Legal Description (must be a recordable legal description; see Requirements):
Part of the SE 1/4 of the NW 1/4 of Section 8, Township 15 North of Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows. Commencing at the West quarter corner of said Section 8; thence North 63 56 36" East 1,944.84 feet to the Easterly right-of-way of South Avenue and the point of beginning: Thence North 48 23'00" West along said Easterly right-of-way 204.21 feet (recorded as 217.1 feet); Thence East 38.85 feet (recorded as 20.2

Zoning District Classification: M 2 - Heavy Industrial

Proposed Zoning Classification: C1 - Local Business

Is the property located in a floodway/floodplain zoning district? ___ Yes X No

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

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? X Yes ___ No

Is the Rezoning consistent with the policies of the Comprehensive Plan? X Yes ___ No

Property is Presently Used For:
The property is currently vacant and unused for past several years.

Property is Proposed to be Used For:
The proposed use of the property includes a ethnic grocery store and new housing units to be build over the existing structure.

Proposed Rezoning is Necessary Because (Detailed Answer):
The current heavy Industrial zoning doesn't allow for proposed future use.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):
The Proposed rezoning to commercial will allow for the vacant premise to be used to provide a grocery store in a neighborhood currently considered as a food desert.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):
The proposed use will enable us to use the property towards economic improvement, increased housing and diverse community goals and potentially to remove an area from being a food desert. These goals for proposed use are in line with comprehensive Plan goals.

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the 28th day of December, 2018.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Sean Rathgaber, MD
(signature)

608-775-2219 (telephone)

4/4/24 (date)

SWrathga@gundersenhealth.org (email)

PETITIONER SHALL, BEFORE FILING, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 10th day of April, 2024.

Signed: _____, Plan Mgr
Director of Planning & Development

AFFIDAVIT

STATE OF Wisconsin)
) ss
COUNTY OF La Crosse)

The undersigned, Scott Rathgaber, MD, being duly sworn states:

1. That the undersigned is an adult resident of the City of La Crosse, State of Wisconsin.

2. That the undersigned is (one of the) legal owner(s) of the property located at 2109 South Ave, La crosse WI-54601.

3. By signing this affidavit, the undersigned authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

Scott Rathgaber, MD
Property Owner

Subscribed and sworn to before me this 4th day of April, 2024.

Hannah M. Raasch
Notary Public
My Commission expires 07/12/2026

Hannah M. Raasch NOTARY PUBLIC STATE OF WISCONSIN

Panchajanya2 Real Estate LLC

Board of Zoning

Planning and Development

1st Floor
400 La Crosse St
La Crosse, WI 54601

RE: Application for change of zoning for parcel 17-50280-120

Dear Application Reviewer(s),

As we apply for the zoning request, I want to give you a little context around the request. Currently we operate "Priya's Spice Bazaar" an Indian grocery store out of Coulee Region Business Center. We have been operating the store at CRBC for the last 3 years and want to expand the store and offerings. We are working with Gundersen to acquire the parcel to expand into this location. Currently the parcel has been vacant for several years.

Currently the parcel is zoned heavy industrial. This zoning will not allow us to set up a grocery store. Also as we work on the renovation of the existing building we are looking to add residential units over the existing structure. To be able to convert the room to mixed use commercial property we are requesting the zoning to be converted to commercial C1 to be in line with future use.

As we get more into the planning phase we will work with the planning and development department with design reviews.

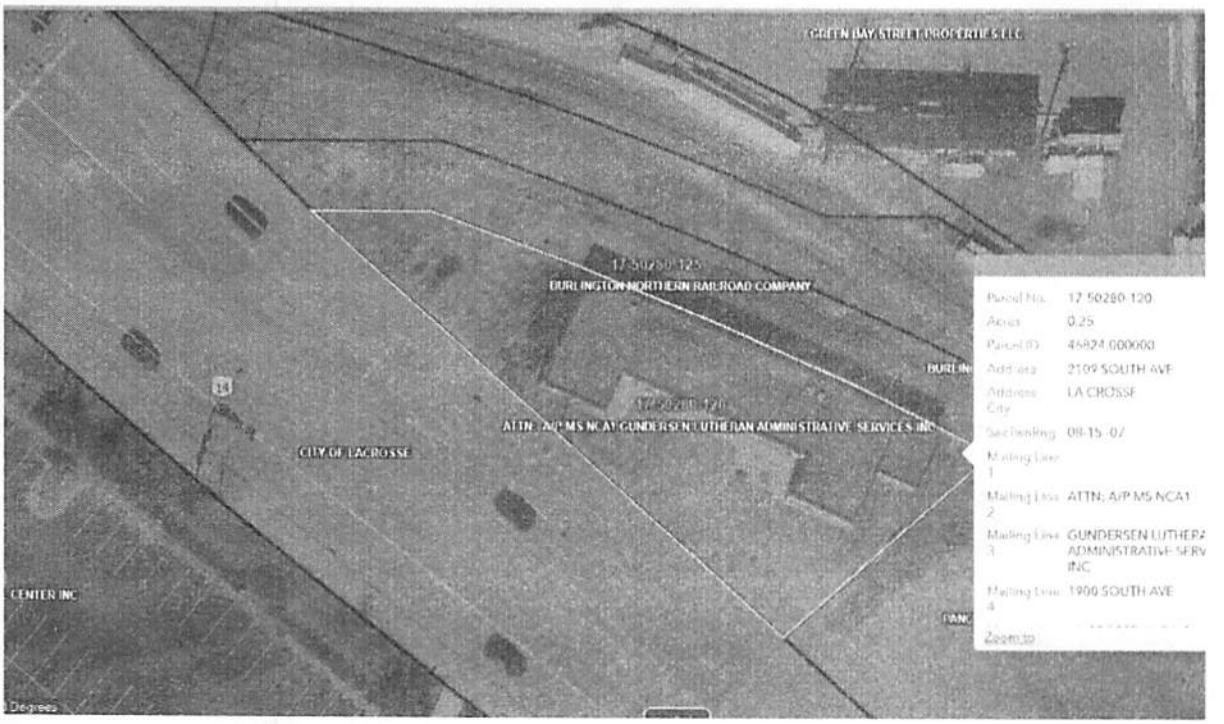
Sincerely

For

Panchajanya2 Real Estate LLC

Kalyana 4/4/2024

Kalyana C Kolouju


GREEN BAY STREET PROPERTIES LLC
BURLINGTON NORTHERN RAILROAD COMPANY
CITY OF LACROSSE
ATTN: AP MS NCA1 GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES INC
CENTER INC
Parcel No. 17-50280-120
Acres 0.25
Parcel ID 44824.000000
Address 2109 SOUTH AVE
Address City LA CROSSE
Section-Twp-Rng 08-15-07
Mailing Line 1
Mailing Line 2 ATTN: AP MS NCA1
Mailing Line 3 GUNDERSEN LUTHERA ADMINISTRATIVE SERV INC
Mailing Line 4 1900 SOUTH AVE
Zoom to
Degrees

2109 South Ave
2109 US-14

Craig, Sondra

From: Priyas SpiceBazaar <priyasspicebazaar@gmail.com>
Sent: Tuesday, April 9, 2024 8:06 AM
To: Craig, Sondra
Cc: sales@priyasspicebazaar.com
Subject: Re: Conditional Use Permit Application

You don't often get email from priyasspicebazaar@gmail.com. Learn why this is important

*** 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. ***

Hello Sondra,

here is the full Legal Description I got from county records,

Part of the SE 1/4 of the NW 1/4 of Section 8, Township 15 North of Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows. Commencing at the West quarter corner of said Section 8; thence North 63 56' 36" East 1,944.84 feet to the Easterly right-of-way of South Avenue and the point of beginning: Thence North 48 23'00" West along said Easterly right-of-way 204.21 feet (recorded as 217.1 feet); Thence East 38.85 feet (recorded as 20.2 feet) to the westerly right-of-way of Burlington Northern Railroad Company; thence along said Westerly right-of-way on the arc of a 1,404.69 foot radius curve (recorded as the arc of 1,404.7 foot radius curve), concave Southwest, the chord of which bears South 66 58'00" East and measures 196.53 feet (recorded as 211.1 feet); thence South 48 47'00" West 89.13 feet to the point of beginning (recorded as 84.25 feet). Except lands convyed to the city of La Crosse for roadway in Volume 1195 of records, page 750, as Document No 1180287.

Subject to easement as set forth in Volume 1195 of Records, page 750, as Document No. 1180287.

Subject to easement for sanitary and storm sewers as set forth in Volume 685 of Records, page 141, as Document No. 938820.

Thanks
Kalyan.

On Fri, Apr 5, 2024 at 3:40 PM Craig, Sondra <craigs@cityoflacrosse.org> wrote:

> Good afternoon,
>
> A conditional use permit application was filed with the City Clerk's office on Thursday, April 4. I am reaching out because the legal description that was typed into the PDF form got cut short (see below). It looks like the last bit is missing – leaves off at "(recorded as 20.2".

Legal Description (must be a recordable legal description; see Requirements):	
Part of the SE 1/4 of the NW 1/4 of Section 8, Township 15 North of Range 7 West, City County, Wisconsin, described as follows. Commencing at the West quarter corner of sai 36" East 1,944.84 feet to the Easterly right-of-way of South Avenue and the point of begi West along said Easterly right-of-way 204.21 feet (recorded as 217.1 feet); Thence East	
Zoning District Classification:	M1

I'm wondering if you have a digital version of the PDF that you could email to me so I can see the full legal description, or if you could type out the full legal description and email it to me, that would be perfect.

Thank you,

SONDRA CRAIG
Deputy City Clerk

City Clerk's Office

City of La Crosse

400 La Crosse Street

La Crosse WI 54601

craigs@cityoflacrosse.org

Direct: 608.789.7549 | Office: 608.789.7510

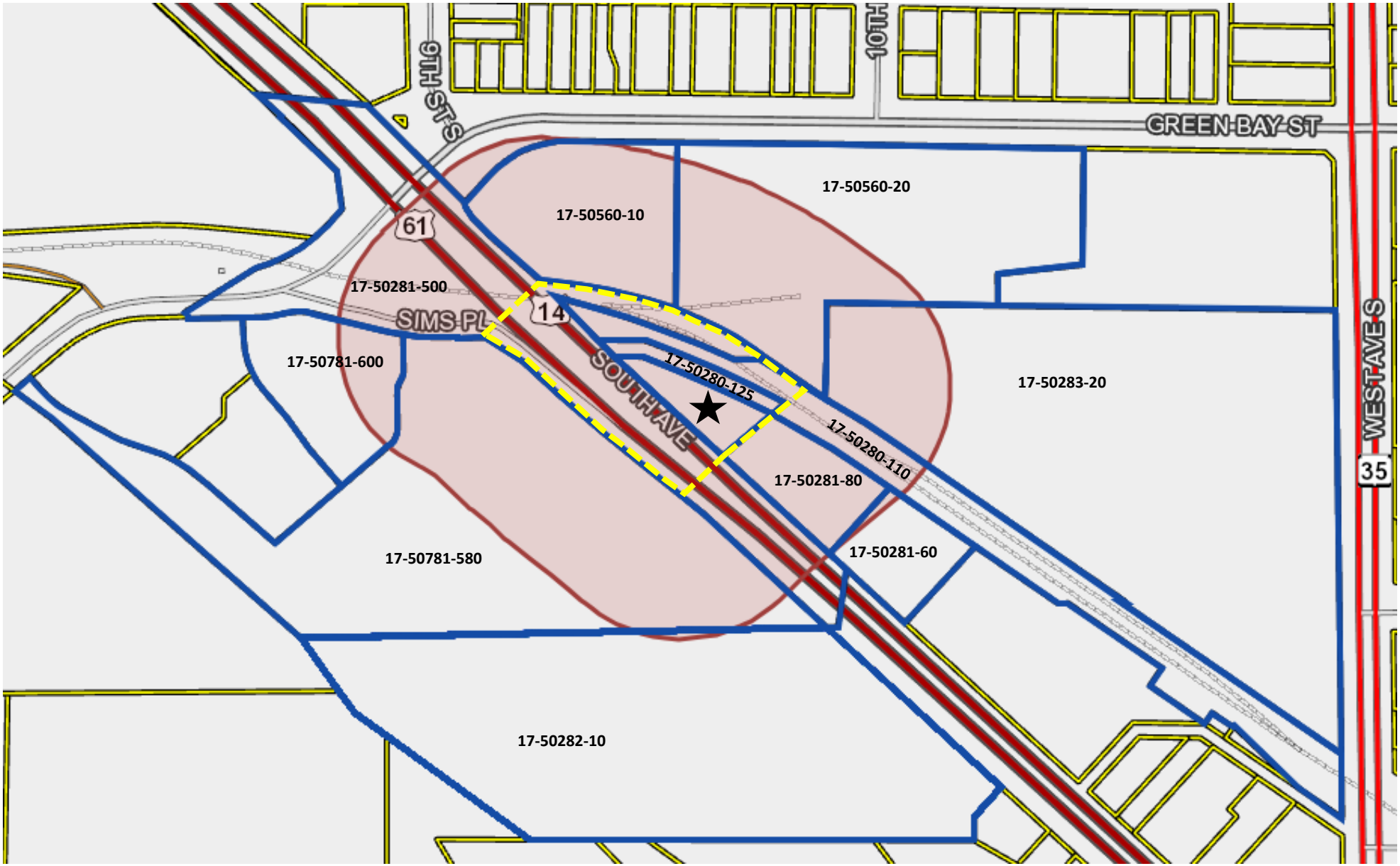
Visit the City Clerk webpage: https://www.cityoflacrosse.org/your-government/departments/city-clerk

City Clerk's Office hours: 8:00 a.m. to 4:30 p.m., Monday through Friday

Public Service hours 8:00 a.m. to 4:00 p.m. Monday through Thursday in the City Hall Lobby

Tax Parcel Number	OwnerName	PROPADDCOMP	Mailing Address	MailCityStateZip
17-50280-110	BURLINGTON NORTHERN RAILROAD COMPANY	1910 WEST AVE S	PO BOX 961089	FORT WORTH TX 76161-0089
17-50280-120	GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES INC ATTN: A/P MS NCA1	2109-2111 SOUTH AVE	1900 SOUTH AVE	LA CROSSE WI 54601
17-50280-125	BURLINGTON NORTHERN RAILROAD COMPANY	2101 SOUTH AVE	PO BOX 961089	FORT WORTH TX 76161-0089
17-50281-500	CITY OF LACROSSE	SOUTH AVE	400 LA CROSSE ST	LA CROSSE WI 54601
17-50281-60	(LE) ALICE M STEVENS	2131 SOUTH AVE	132 AUTUMN TER	LAKE PLACID FL 33852
17-50281-60	(LE) ROBERT L STEVENS	2131 SOUTH AVE	2131 SOUTH AVE	LA CROSSE WI 54601
17-50281-60	ERIC STEVENS	2131 SOUTH AVE	201 COOK ST	LA CROSSE WI 54601
17-50281-80	PANCHAJANYA2 REAL ESTATE LLC	2127 SOUTH AVE	3380 PEACE ST	LA CROSSE WI 54601
17-50282-10	CRIMSONFLYER LLC C/O GORMAN & COMPANY	2130 SOUTH AVE	200 MAIN ST	OREGON WI 53575
17-50283-20	PEPSI COLA BOTTLING CO OF LACROSSE	1900 WEST AVE S	1900 WEST AVE S	LA CROSSE WI 54601-6260
17-50560-10	GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES INC ATTN: ACCOUNTING DEPARTMENT	914 GREEN BAY ST	1900 SOUTH AVE	LA CROSSE WI 54601
17-50560-20	GREEN BAY STREET PROPERTIES LLC	944 & 1010 GREEN BAY S	1801 WEST AVE S	LA CROSSE WI 54601
17-50781-580	GUNDERSEN LUTHERAN MEDICAL CENTER INC ATTN: ACCOUNTING DEPARTMENT	2108 SOUTH AVE	1910 SOUTH AVE	LA CROSSE WI 54601
17-50781-600	GUNDERSEN LUTHERAN MEDICAL CENTER INC ATTN: ACCOUNTING DEPARTMENT	1827 SIMS PL	1910 SOUTH AVE	LA CROSSE WI 54601

Applicant:	PANCHAJANYA2 REAL ESTATE LLC	2109-2111 SOUTH AVE	3380 PEACE ST	LA CROSSE, WI 54601



= Properties within 200 feet of 2109-2111 South Ave and excluded right-of-way adjacent to subject parcel.

NOTICE OF HEARING ON
AMENDMENT TO ZONING RESTRICTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Heavy Industrial District to the Local Business District allowing for an ethnic grocery store with new housing units built over the existing structure at 2109-2111 South Avenue.

Property is presently: vacant and unused for several years

Property is proposed to be used as: ethnic grocery store with housing units to be built over the existing structure

Rezoning is necessary because: the current heavy industrial zoning doesn't allow for the proposed future use

Said property is further described as follows: *Tax Parcel 17-50280-120*

The City Plan Commission will meet to consider such application on **Monday, April 29, 2024, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, April 30, 2024, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, May 9, 2024, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may be heard for or against such proposed change, and may appear in person, by attorney or may file a formal objection, which objection forms are available in the City Clerk's Office.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 24-0516).

Dated this 10th day of April, 2024.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Publish: April 16 and 23, 2024
One (1) Affidavit

Craig, Sondra

From: Kevin Hundt <kevinhundt0@gmail.com>
Sent: Monday, April 22, 2024 4:18 PM
To: ZZ City Clerk External
Subject: Comment in support of 24-0516

*** **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. ***

La Crosse currently has several USDA-designated Food Deserts, meaning areas which are low-income and distant from a grocery story, which can be viewed here: https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/ . We also have a major problem of being too low-density, which makes businesses which cater to foot traffic less viable, and increases infrastructure costs compared to the tax base reached by that infrastructure.

This is a perfect location for a grocery store and high-density housing. It's right in the middle of a food desert, and along a major transportation corridor that could be easily served by bus service (but isn't currently!). In fact, about a decade ago when I started looking into grocery stores and food deserts, I identified the existing building as a viable candidate for a small grocery store. Obviously, I didn't have the money or business knowledge to make it happen, and a more modern purpose-built grocery building with apartments above it is a much better idea.

My only concern is that the apartments might be lower-density and/or more expensive than they should be, so it would be nice to have more details on the plan. That said, I have patronized the petitioner's store and can confirm that they have good stuff, so I'm looking forward to this new store.

Kevin Hundt
Buchner Place

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY BOWES
ZIP 54601 $ 000.57[1]
02 1W
0001399329 APR 12 2024

63

14-0514

(LE) ALICE M STEVENS
132 AUTUMN TER
LAKE PLACID FL 3385

NIXIE 339 FE 1537 0004/18/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 54601337400 *2574-00533-18-43

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10 DRCINPIE6 03/28/24

Agenda Item 24-0516 (Lewis Kuhlman)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Heavy Industrial District to the Local Business District allowing for an ethnic grocery store with new housing units built over the existing structure at 2109-2111 South Avenue.

General Location

Aldermanic District 10, just south of the BNSF railroad tracks on the northeast side of South Avenue as depicted in Map 24-0516. Adjacent land uses include a 4.78-acre parking lot, hospital administrative services building, factory for building materials, soft drink bottling, and a vacant lot.

Background Information

The applicant states that the building is vacant and has been for the past several years. The applicant has been operating out of the Coulee Region Business Center and intends to use the existing building for an ethnic grocery store and build housing units above. Residential uses are not permitted in industrial districts, which is the reason for the rezoning petition. The proposed development has the potential to create 3-5 new jobs. It also has the potential to increase the availability of fresh food where there are limited options. Adding a second floor with about 3 apartments could increase housing and property value. Once the zoning is approved, the applicant will hire an architect for the addition. The parcel has 12 parking spots. They own the lot next to the building, which could be used for overflow parking, and they are considering leasing the back lot from BNSF.

Recommendation of Other Boards and Commissions

The building would likely be improved over 50% of its value, which would require design review.

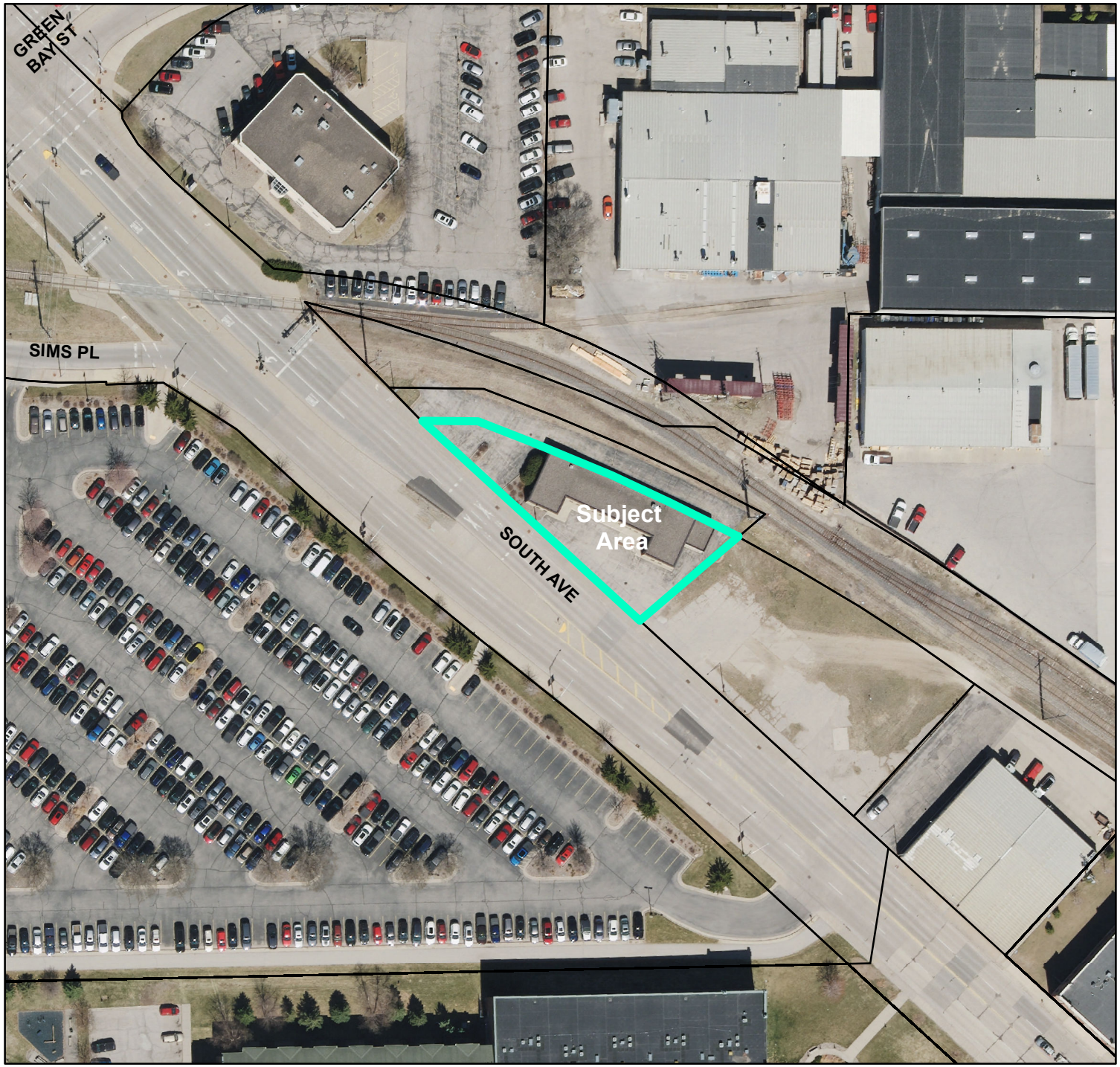
Consistency with Adopted Comprehensive Plan

Low-intensity mixed use is an allowable land use within the Hwy 14 Corridor (C-2). The comprehensive plan recommends transit-oriented development here, but the application does not address that. It may increase the supply of affordable rental housing and could be considered infill development.

Staff Recommendation

Approval – There are some nearby parcels zoned C1 and this use would be compatible with surrounding uses. Increasing food and housing options may also benefit the city.

Routing J&A 4.30.2024



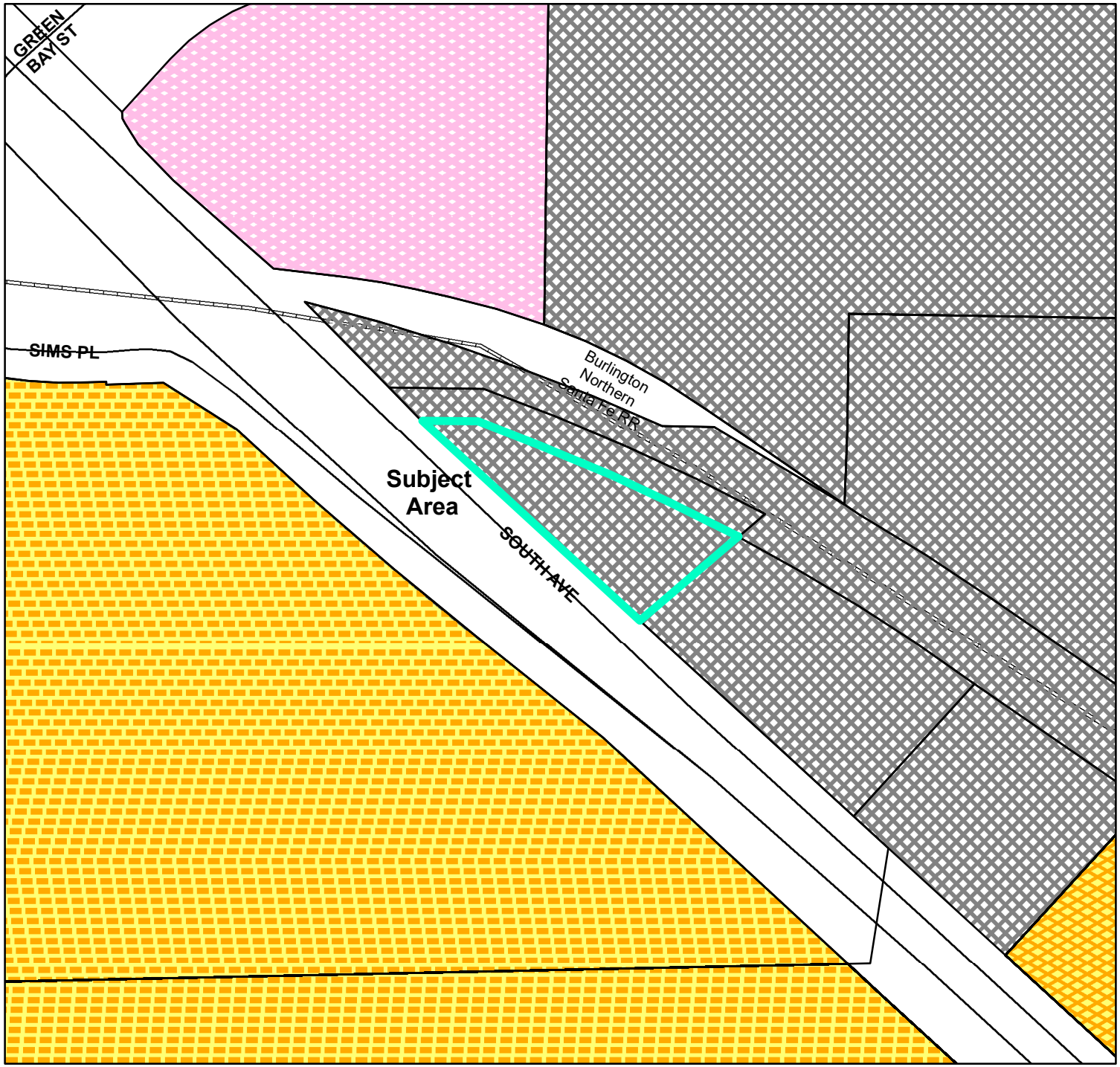
BASIC ZONING DISTRICTS

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

0 45 90 180 Feet

City of La Crosse Planning Department - 2024

PC 24-0516



BASIC ZONING DISTRICTS

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N W E S

0 45 90 180 Feet

City of La Crosse Planning Department - 2024

PC 24-0516

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0517

Agenda Date: 4/30/2024 **Version:** 1 **Status:** New Business

In Control: Judiciary & Administration Committee **File Type:** Request

Agenda Number:

KWIK TRIP INC.

Store Engineering

PHONE 608-793-5555
FAX 608-781-8960

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

www.kwiktrip.com

April 5th, 2024

Planning Department
City of LaCrosse
400 LaCrosse Street
La Crosse, WI

RE: Kwik Trip 762 La Crosse

To whom it may concern:

This letter is intended to accompany the submittal to the City of La Crosse for requested exceptions to standards submittal and Certified Survey Map to combine parcels. Please accept this letter as our request to be placed on the next available Meeting Agendas. We are requesting an exception to allow parking closer to the street than the building and to allow the building to be built further back in the site instead of the code location at front yard building setback line.

Kwik Trip, Inc. is proposing the construction of a new Gen 3 convenience store with attached carwash, 8-dispenser auto fueling canopy, and detached dumpster enclosure. The existing store will remain open while the new store is built on the former motel property.

Operations

The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores throughout the mid-west: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (three ice chests and one propane cage) and underneath the proposed main canopy. To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed.

OUR MISSION

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

Buildings, Architecture and Site Design

The architectural elements in this state-of-the-art building consist of a full brick cladding, standing seam metal roof, store front aluminum openings and stucco accents. Extensive landscaping, modern storm water facilities, two new monument signs, existing pylon sign and wall signage, customer and employee parking, concrete paving with curb and gutter are also included in the overall site design.

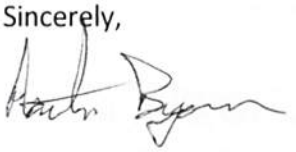
Investment in the City

This project will be a multi-million dollar investment in the City of La Crosse. Not only in the physical improvements and re-development of a blighted parcel, but also an investment of approximately 20 new permanent jobs in the City for a total of 40-50 permanent jobs. The projected payroll here is estimated to be approximately $700,000 annually.

Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. We take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits. Kwik Trip would be happy to provide any additional information or answer any questions or concerns the City of La Crosse may have with our exception request and CSM. Please feel free to call or email with any questions you may have.

Sincerely,



Nate Byom
Development Manager
Store Engineering
nbyom@kwiktrip.com
608-791-7448

REQUEST FOR EXCEPTION TO STANDARDS

(Check One)

[ ] MULTI-FAMILY HOUSING DESIGN
[X] COMMERCIAL DESIGN

Applicant (name and address):
Kwik Trip, Inc.
1626 Oak St, LaCrosse, WI 54603

Owner of site (name and address):
Kwik Trip, Inc.
1626 Oak Street, LaCrosse, WI 54603

Architect (name and address), if applicable:
Vantage Architects, Inc.
750 N. Third Street, Suite F, LaCrosse, WI 54601

Professional Engineer (name and address), if applicable:
Sunde Engineering
10830 Nesbitt Ave South, Bloomington, MN 55437

Contractor (name and address), if applicable:

Address of subject premises:
2627 Rose Street, LaCrosse, WI 1133 West Glendale St

Tax Parcel No.: 17-10355-20 17-10264-35

Legal Description:
See ALTA Survey

Details of Exception Request:
C2 - Parking can't be closer to street than building | C4 - Local Business
K6 - Buildings must be built to the front yard setback

Please explain why the standards of this ordinance should not apply to your property:
Convenience store customers want to access the fueling dispensers with clear line of site for safe efficient internal circulation. Standard site layout is with parking along front of store - a change would require a different store design which doesn't follow our standard so the customers know what to expect at a Kwik Trip - regardless of location.

REQUEST FOR EXCEPTION TO STANDARDS

MULTI-FAMILY HOUSING DESIGN STANDARDS
(Sec. 115-511 Review Procedures)
OR
COMMERCIAL DESIGN STANDARDS
(Sec. 115-549 Review Procedures)

All requests for exceptions to the standards shall be requested in writing with the original design review request for approval.

DEADLINES:

Requests for Exceptions must be filed no later than 5:00 p.m. on the Friday preceding the regularly schedule Common Council meeting. The application (Request) will not be considered until the following month due to publication (Class II) and property owner notification requirements.

FEES:

All requests shall be accompanied by cash or check (payable to City Treasurer) in the amount of $300.00.

NOTICE:

Owners of record within a two hundred (200) foot shall be given notice of the review hearing not less than seven (7) days prior to the Judiciary & Administration Committee meeting.

MEETINGS:

Any request for exceptions shall be routed to the Design Review Committee, City Plan Commission, Judiciary and Administrative Committee and Common Council for consideration and final determination as a legislative enactment.

Committee	Meeting Date/Time
Design Review Committee*	
City Plan Commission* 4:00 p.m. in the Council Chambers	Monday,
Judiciary & Administration Committee* 6:00 p.m. in the Council Chambers	Tuesday,
Common Council (Final Action) 6:00 p.m. in the Council Chambers	Thursday,

** attendance recommended.*

What other options have you considered and why were they not chosen:
Building in backwards - would require undesirable access points, blind corners around building and existing store would need to be closed at start of construction instead of the phased construction

Please explain how granting this/these exceptions is consistent with protecting the public interest; in particular, explain how it will impact adjacent properties:
This matches the adjacent properties layout, makes the site layout safer and more efficient.

Please explain the granting of the requested waiver(s) is consistent with the spirit and intent of the Ordinance; in particular, how will it meet the purpose of the Commercial District in which your property is located:
It will match the commercial building layout on this corridor and the existing store that is being taken. The granting of the requested waiver will allow the redevelopment of the property.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this request and that the above statements and any attachments submitted hereto are true and correct to the best of my knowledge and belief.

Mark Byom - Kwik Trip Dev Manager
(signature)

608-791-7448 (telephone) 4/5/24 (date)

mbyom@kwiktrip.com
(email)

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally appeared before me this 5th day of April, 2024, the above named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stacy L. Meadle
Notary Public
My Commission Expires: 2/23/26

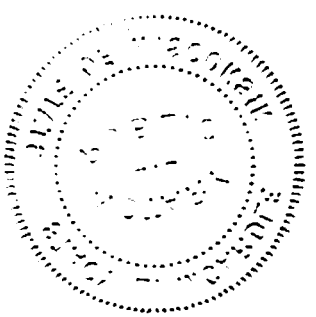
Applicant shall, before filing with the City Clerk's Office, have this application reviewed and the information verified by the Director of Planning & Development.

Review was made on the 10th day of April, 2024.

plan Manager

Chapter 115, Article VII, Divisions 3 or 4 of the La Crosse Municipal Code
(Rev. 03/2022)

Signed: _____,
Director of Planning & Development



BY									
REVISIONS									

PARAGON ASSOCIATES
Environmental Design & Consulting
CIVIL ENGINEERING . LANDSCAPE ARCHITECTURE . SURVEYING
632 COPELAND AVENUE . LA CROSSE, WI 54603
Tel.608.781.3110 Fax.608.781.3197 Paragon-Assoc.biz

ALTA/NSPS LAND TITLE SURVEY
1133 GEORGE STREET/2622 ROSE STREET
LA CROSSE, WI 54601

DRAWN: JKS
DATE: 9-14-23
SCALE: 1"=30'
CAD FILE: 23-078 XT SITE& 763
PROJECT NUMBER: 23-078
SHEET: 1 of 1

ALTA/NSPS LAND TITLE SURVEY

FLOOD ZONE CLASSIFICATION

PROPERTY AS DESCRIBED IN DESCRIPTION FALLS WITHIN FIRM MAP NUMBER 55063C0351D WITH AN EFFECTIVE DATE OF APRIL 2, 2008 AND A REVISED DATE OF JANUARY 5, 2012. MAP SHOWS PROPERTY AS BEING IN ZONE X AND POSSIBLE ZONE AE ON OUTSIDE PERIMETER OF PROPERTY. THE BASE FLOOD ELEVATION PER FEMA FLOOD MAP LISTED ABOVE IS 644.00.

ALTA CERTIFICATE

TO KWIK TRIP, INC., A WISCONSIN CORPORATION, KNIGHT BARRY TITLE UNITED LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY;

REGARDING TITLE COMMITMENT NUMBER

FILE NUMBER 2229235 & 2228238

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA ON OCTOBER 1, 2020 AND NSPS ON OCTOBER 30, 2020, INCLUDES ITEMS 1, 2, 3, 4, 5, 6a, 6b, 7a, 8, 9, 11(a & b), 14, 17, 18 AND 20 (a) OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MINNESOTA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

SURVEY CERTIFICATE

I, JACOB K. STEPHENSON, PROFESSIONAL LAND SURVEYOR #3078, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL AT THE DIRECTION OF KWIK TRIP, INC., AND THE ATTACHED MAP IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE NUMBER: 2229236 & 2229235

1133 GEORGE STREET
C1-LOCAL BUSINESS
C2-COMMERCIAL

2622 ROSE STREET
C2-COMMERCIAL

REQUIRED SETBACKS:
C1-LOCAL BUSINESS
FRONT-0 FEET
SIDE-0 OR 5 FEET IF ABUTTING A RESIDENTIAL ZONING DISTRICT
REAR-20'
C2-COMMERCIAL
FRONT-0 FEET
SIDE-0 OR 5 FEET IF ABUTTING A RESIDENTIAL ZONING DISTRICT
REAR-0 OR 20 FEET IF INCLUDES DWELLING UNITS

HEIGHT & FLOOR AREA RESTRICTIONS
C1-LOCAL BUSINESS
HEIGHT-45 FEET OR 3 STORIES
FLOOR AREA-1 DWELLING UNIT FOR EACH 1,000 SQ. FT. OF LOT AREA
C2-COMMERCIAL
HEIGHT-100 FEET OR 8 STORIES
FLOOR AREA-1 DWELLING UNIT FOR EACH 1,000 SQ.FT. OF LOT AREA

PARKING REQUIREMENTS
NONE

SIGN CODE ORDINANCE
SEE CHAPTER 111 OF MUNICIPAL CODE

WELLHEAD PROTECTION AREA
BOTH PROPERTIES ARE NOT WITHIN A WELLHEAD PROTECTION AREA

SECTION LINE TO BOUNDARY
SOUTHEAST CORNER TO SOUTH 1/4 OF SECTION 17 TO SOUTH 1/4-S89°25'22"W, 2638.56'
SOUTH 1/4 TO NORTHWEST CORNER OF THE SOUTHWEST OF THE SOUTHEAST-N00°22'11"W, 1323.03'

PROJECT BENCHMARKS

CP1: N:149148.05	E:448241.15	Z:646.39	DESC:LANDSCAPE SPIKE
CP5: N:148898.27	E:448409.50	Z:643.88	DESC:LANDSCAPE SPIKE
CP6: N:148738.51	E:447936.81	Z:644.78	DESC:LANDSCAPE SPIKE
CP7: N:149046.83	E:448267.21	Z:646.56	DESC:LANDSCAPE SPIKE
CP8: N:148713.82	E:448217.24	Z:647.09	DESC:PK NAIL

PARKING STALL
101 PARKING STALLS OF WHICH 5 ARE HANDICAP STALLS

PARCEL AREA
129,639 SQ.FT.±
2.980 ACRES±

DIGGERS HOTLINE TICKET #'S
20233411651
20233411699
20233411735

LEGEND

- FOUND SECTION CORNER (AS NOTED)
- SET 3/4" x 18" IRON BAR (1.5 LBS/LIN FT)
- FOUND 1 1/2" IRON PIPE (UNLESS NOTED)
- FLOOR ELEVATION
- SPOT ELEVATION
- E/T ELECTRICAL TRANSFORMER (OR BOX)
- IB IRON BAR
- IP IRON PIPE
- T/PED TELEPHONE PEDESTAL
- THM TOP NUT HYDRANT
- PLATTED OR RIGHT OF WAY LINES
- SECTION OR QUARTER LINE
- UTILITY EASEMENT
- SANITARY SEWER MANHOLE
- SANITARY SEWER LINE
- STORM SEWER MANHOLE
- STORM SEWER LINE
- CATCH BASIN
- CURB INLET
- WATER LINE
- HYDRANT
- WATER MANHOLE
- WATER VALVE
- CURB STOP
- AIR CONDITIONER
- UTILITY PEDESTAL
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- GAS VALVE
- GAS METER
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- TELEPHONE MANHOLE
- UNDERGROUND TELEVISION
- OVERHEAD UTILITY LINES
- LIGHT POLE
- UTILITY POLE
- UTILITY POLE W/GUY WIRE
- SIGNS
- BOLLARD
- CHAIN LINK FENCE (UNLESS NOTED)
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- FUEL TANK LID
- ELECTRIC MANHOLE
- TRAFFIC SIGNAL POST

15 0 15 30
SCALE: 1"=30'

BASIS FOR BEARINGS
SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, LA CROSSE COUNTY, WISCONSIN. ASSUMED TO BEAR: S89°25'22"W

S35°32'46"W, 25.53'
S18°43'28"E, 46.31'
N00°04'20"W, 64.56'
S54°21'52"E, 49.54'
N35°29'26"E, 63.32'
S54°24'09"E, 15.35'
N35°29'43"E, 219.89'
S54°30'03"E, 12.09'
N35°28'57"E, 200.02'
S00°04'20"E, 419.20'
N89°27'25"E, 142.95'
N54°30'52"W, 402.19'
S39°13'13"W, 156.08'
S45°27'59"W, 40.93'
CURVE
S57°41'11"W, 26.90'

C1:
L: 18.54'
R: 35.00'
Δ: 30°20'55"
CHORD:
N69°553'54"W, 18.32'

GOVERNMENT LOT 2
SECTION 17, TOWNSHIP 16 NORTH
RANGE 7 WEST

GOVERNMENT LOT 2
SECTION 17, TOWNSHIP 16 NORTH
RANGE 7 WEST

GOVERNMENT LOT 1
SECTION 17, TOWNSHIP 16 NORTH
RANGE 7 WEST

SOUTHWEST OF THE SOUTHEAST
SECTION 17, TOWNSHIP 16 NORTH
RANGE 7 WEST

MULBERRY LANE

WEST GEORGE STREET
STH 35

GEORGE STREET

DEVIN BEDGRAD
2622 ROSE STREET

KWIK TRIP INC.
1133 WEST GEORGE STREET

PERMANENT EXCLUSIVE EASEMENT FOR INGRESS/EGRESS, PERMANENT NON-EXCLUSIVE ROADWAY EASEMENT FOR WATERMAIN

CURB INLET-11 RIM: 643.78 INV. N: 639.83-18" INV. W: 639.55-18"
CURB INLET-12 RIM: 643.58 INV. S: 640.08-18"
CURB INLET-13 RIM: 645.27 INV. NW: 639.47-18" INV. SE: 638.82-18"
CURB INLET-14 RIM: 646.05 INV. NW: 637.96-18" INV. SE: 638.35-18"
CURB INLET-15 RIM: 645.63 INV. NW: 637.80-24" INV. SW: 637.80-12" INV. SE: 637.80-18"
CURB INLET-16 RIM: 644.28 INV. SE: 638.78-24"
SQUARE INLET-17 RIM: 643.01 INV. NE: 637.96-12"
STORM MANHOLE-18 RIM: 645.27 INV. SW: 641.04-16" INV. NW: 640.87-18" INV. W: 640.01-ROOF DRAIN
STORM MANHOLE-19 RIM: 645.45 INV. NE: 640.99-15" INV. SE: 640.89-15"
STORM MANHOLE-20 RIM: 645.54 INV. NE: 640.43-15" INV. SE: 640.43-15"
STORM MANHOLE-21 RIM: 643.88 INV. NE: 638.73-12"
STORM MANHOLE-22 RIM: 643.67 INV. N: 635.57-30" INV. S: 635.42-30"
SANITARY MANHOLE-1 RIM: 645.54 INV. N: 635.44-8" INV. E: 635.39-8"
SANITARY MANHOLE-2 RIM: 645.43 INV. NW: 638.31-8" INV. SE: 638.43-8"
SANITARY MANHOLE-3 RIM: 644.46 INV. SE: 638.36-8"
SANITARY MANHOLE-4 RIM: 643.74 INV. SE: 639.34
SANITARY MANHOLE-5 RIM: 644.00 INV. NW: 638.7 INV. S: 638.55 INV. SW: 638.6
SANITARY MANHOLE-6 RIM: 645.53 INV. N: 637.43 INV. E: 637.33

SANITARY MANHOLE-7 RIM: 644.79 INV. E: 641.99 INV. S: 641.44
SANITARY MANHOLE-8 RIM: 642.44 INV. N: 639.54-24" INV. S: 639.54-24"
SANITARY MANHOLE-10 RIM: 643.58 INV. S: 636.33-8" INV. W: 633.83-8"
SANITARY MANHOLE-11 RIM: 643.78 INV. N: 635.68-8" INV. W: 632.03-18"
SANITARY MANHOLE-12 RIM: 643.18 INV. S: 631.22-12"

CURB INLET-1 RIM: 642.30 INV. S: 638.43-18" INV. E: 638.43-18"
CURB INLET-2 RIM: 643.08 INV. N: 638.93-18" INV. S: 638.93-18"
STORM MANHOLE-7 RIM: 642.60 INV. NE: 638.45-30" INV. SW: 638.80-30" INV. NW: 637.38-24"
CURB INLET-3 RIM: 642.70 INV. W: 640.33-12"
STORM MANHOLE-8 RIM: 642.39 INV. N: 637.89-24" INV. S: 638.04-24" INV. W: 637.89-18"
CURB INLET-4 RIM: 643.04 INV. S: 639.57-18" INV. W: 639.59-18"
CURB INLET-9 RIM: 642.12 INV. E: 637.94-18"
CURB INLET-5 RIM: 643.05 INV. N: 637.90-24" INV. S: 638.33-18"
STORM MANHOLE-10 RIM: 642.65 INV. N: 635.20-30" INV. S: 635.15-30"
CURB INLET-6 RIM: 642.66 INV. S: 637.91-24" INV. E: 637.96-24"

NOTES REGARDING SCHEDULE B11 EXCEPTIONS

COMMITMENT NO. 2229235–1133 GEORGE STREET WEST, LA CROSSE, WI 54603

#10–COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS CONTAINED IN WARRANTY DEED RECORDED ON JUNE 22, 1983 IN VOLUME 694 OF RECORDS, PAGE 648, AS DOCUMENT NO. 938861.
–UNABLE TO PLOT THE COVENANT OF "NOT MORE THAN 25 PERCENT OF THEIR DOLLAR VOLUME DERIVED FROM THE BUSINESS CONDUCTED ON THE PROPERTY SHALL RESULT FROM THE SALE OF HAMBURGERS. SAID COVENANT IS TO RUN WITH THE LAND, SO LONG AS GRILLER, ITS SHAREHOLDERS, SUCCESSORS OR ASSIGNS OPERATES A MCDONALD HAMBURGER TYPE OF BUSINESS WITHIN A ONE-HALF MILE RADIUS OF THE REAL ESTATE HEREIN CONVEYED"

#11–EASEMENT DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 30, 1949 IN VOLUME 191 OF DEEDS, PAGE 114, AS DOCUMENT NO. 403634.
–EASEMENT FOR SANITARY SEWER INTERCEPTION LINE. DOES NOT AFFECT SAID PARCEL AND UNABLE TO PLOT.

DESCRIPTION–FILE NO. 2229235–1133 GEORGE STREET WEST, LA CROSSE, WI 54603

PART OF FRACTIONAL LOT 1 AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, BEING A PART OF BLOCK 40 AND 48 OF NORTHERN ADDITIONS TO THE VILLAGE OF NORTH LA CROSSE, NOW VACATED DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID FRACTIONAL LOT 1; THENCE SOUTH 89 DEGREES 34 MINUTES WEST ALONG THE NORTH LINE THEREOF 243.13 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST GEORGE STREET; THENCE SOUTH 54 DEGREES 26 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE 275.84 FEET TO THE POINT OF CURVATURE OF A 35 FOOT RADIUS CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE, CONCAVE TO THE NORTH, THE CHORD OF WHICH BEARS NORTH 80 DEGREES 26 MINUTES 30 SECONDS EAST AND MEASURES 49.50 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GEORGE STREET; THENCE NORTH 35 DEGREES 29 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE 219.89 FEET TO THE NORTH LINE OF SAID SW 1/4 OF THE SE 1/4; THENCE SOUTH 89 DEGREES 34 MINUTES WEST ALONG THE NORTH LINE THEREOF 146.4 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART TAKEN FOR HIGHWAY DESCRIBED AS PARCEL 6 OF TRANSPORTATION PROJECT PLAT NO. 1071-04-23-4.02 RECORDED ON OCTOBER 6, 2005, AS DOCUMENT NO. 1664452.

NOTES REGARDING SCHEDULE B11 EXCEPTIONS

COMMITMENT NO. 2229236–2622 ROSE STREET, LA CROSSE, WI 54603

#10–LIMITED HIGHWAY EASEMENT TO THE CITY OF LA CROSSE, WISCONSIN AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED AUGUST 15, 1961 IN VOLUME 337 OF RECORDS, PAGE 123, AS DOCUMENT NO. 721294.
–REFLECTS THE CURRENT RIGHT-OF-WAY OF ROSE STREET NOT PLOTTED

#11–EASEMENT(S) CONTAINED IN WARRANTY DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED OCTOBER 1, 1959 IN VOLUME 309 OF RECORDS, PAGE 190, AS DOCUMENT NO. 701051.
–DOES NOT AFFECT PARCEL PLOTTED AS SHOWN.

#12–EASEMENTS CONTAINED IN WARRANTY DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED JULY 26, 1973 IN VOLUME 540 OF RECORDS, PAGE 917, AS DOCUMENT NO. 831632.
–GRANTS THE FOLLOWING THAT AFFECT THE PARCEL: PERMANENT NON-EXCLUSIVE ROADWAY EASEMENT OF INGRESS AND EGRESS, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC, SANITARY SEWER AND NATURAL GAS MAINS OF 20 FEET WIDE, PERMANENT EXCLUSIVE EASEMENT FOR WATERMAIN, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC PLOTTED AS SHOWN.

#13–EASEMENTS CONTAINED IN SPECIAL WARRANTY DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED OCTOBER 4, 1973 IN VOLUME 543 OF RECORDS, PAGE 583, AS DOCUMENT NO. 833660.
–20 FOOT WIDE WATERMAIN EASEMENT AND 10 FOOT WIDE WATERMAIN EASEMENT PLOTTED AS SHOWN.

#14–EASEMENTS CONTAINED IN WARRANTY DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED AUGUST 28, 1987 IN VOLUME 1184 OF RECORDS, PAGE 384, AS DOCUMENT NO 1179770.
–GRANTS THE FOLLOWING THAT AFFECT THE PARCEL: PERMANENT NON-EXCLUSIVE ROADWAY EASEMENT OF INGRESS AND EGRESS, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC, SANITARY SEWER AND NATURAL GAS MAINS OF 20 FEET WIDE, PERMANENT EXCLUSIVE EASEMENT FOR WATERMAIN, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC PLOTTED AS SHOWN.

#15–EASEMENT CONTAINED IN WARRANTY DEED AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED MARCH 2, 2001 IN VOLUME 1428 OF RECORDS, PAGE 209, AS DOCUMENT NO. 1265588.
–GRANTS THE FOLLOWING THAT AFFECT THE PARCEL: PERMANENT NON-EXCLUSIVE ROADWAY EASEMENT OF INGRESS AND EGRESS, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC, SANITARY SEWER AND NATURAL GAS MAINS OF 20 FEET WIDE, PERMANENT EXCLUSIVE EASEMENT FOR WATERMAIN, PERMANENT EXCLUSIVE EASEMENT FOR ELECTRIC PLOTTED AS SHOWN.

#16–COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER MATTERS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON AUGUST 5, 2004, AS DOCUMENT NO. 1400833.
–REFERS TO PROPERTY LOCATED TO THE NORTHWEST AND HAS NO AFFECT ON THIS SURVEY.

#17–COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER MATTERS CONTAINED IN RESTATED AND AMENDED SHARED ACCESS EASEMENT AND SIGNAGE AGREEMENT RECORDED ON MAY 11, 2004, AS DOCUMENT NO. 1393250.
–REFERS TO INGRESS/EGRESS EASEMENTS CONVEYED BETWEEN, AT THE TIME PROPERTY OWNERS OF WALGREENS AND MOTEL PROPERTY. UNABLE TO PLOT EASEMENT LOCATIONS DUE TO NO ABSOLUTE LEGAL DESCRIPTION OF EASEMENT. REFER TO EXHIBIT C OF DOCUMENT TO SEE APPROXIMATE AREA OF EASEMENTS.

#18–EASEMENTS CONTAINED IN TRANSPORTATION PROJECT PLAT NO. 1071-08-23-4.01 AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED JANUARY 5, 2016 AS DOCUMENT NO. 1668650.
–TLE AND FEE ON CURRENT KWIK TRIP PROPERTY AS PLOTTED
–TLE AND PUE ON NORTHWEST SIDE OF MOTEL PROPERTY AS PLOTTED

#19–MORTGAGE FROM DIVINA BEOGRAD, LLC TO COMMUNITY CREDIT UNION IN THE AMOUNT OF $810,000.00 DATED DECEMBER 4, 2009 AND RECORDED DECEMBER 8, 2009, AS DOCUMENT NO. 1540528.
–DOES NOT AFFECT PARCEL IN A SURVEY MATTER

#20–ASSIGNMENT OF RENTS FROM DIVINA BEOGRAD, LLC TO COMMUNITY CREDIT UNION RECORDED DECEMBER 8, 2009 AS DOCUMENT NO. 1540529.
–DOES NOT AFFECT PARCEL IN A SURVEY MATTER

#21–MORTGAGE FROM DIVINA BEOGRAD, LLC, A WISCONSIN LIMITED LIABILITY COMPANY TO VERVE, A CREDIT UNION IN THE AMOUNT OF $40,000.00 DATED FEBRUARY 25, 2015 AND RECORDED MARCH 10, 2015 AS DOCUMENT NO. 1871104.
–DOES NOT AFFECT PARCEL IN A SURVEY MATTER

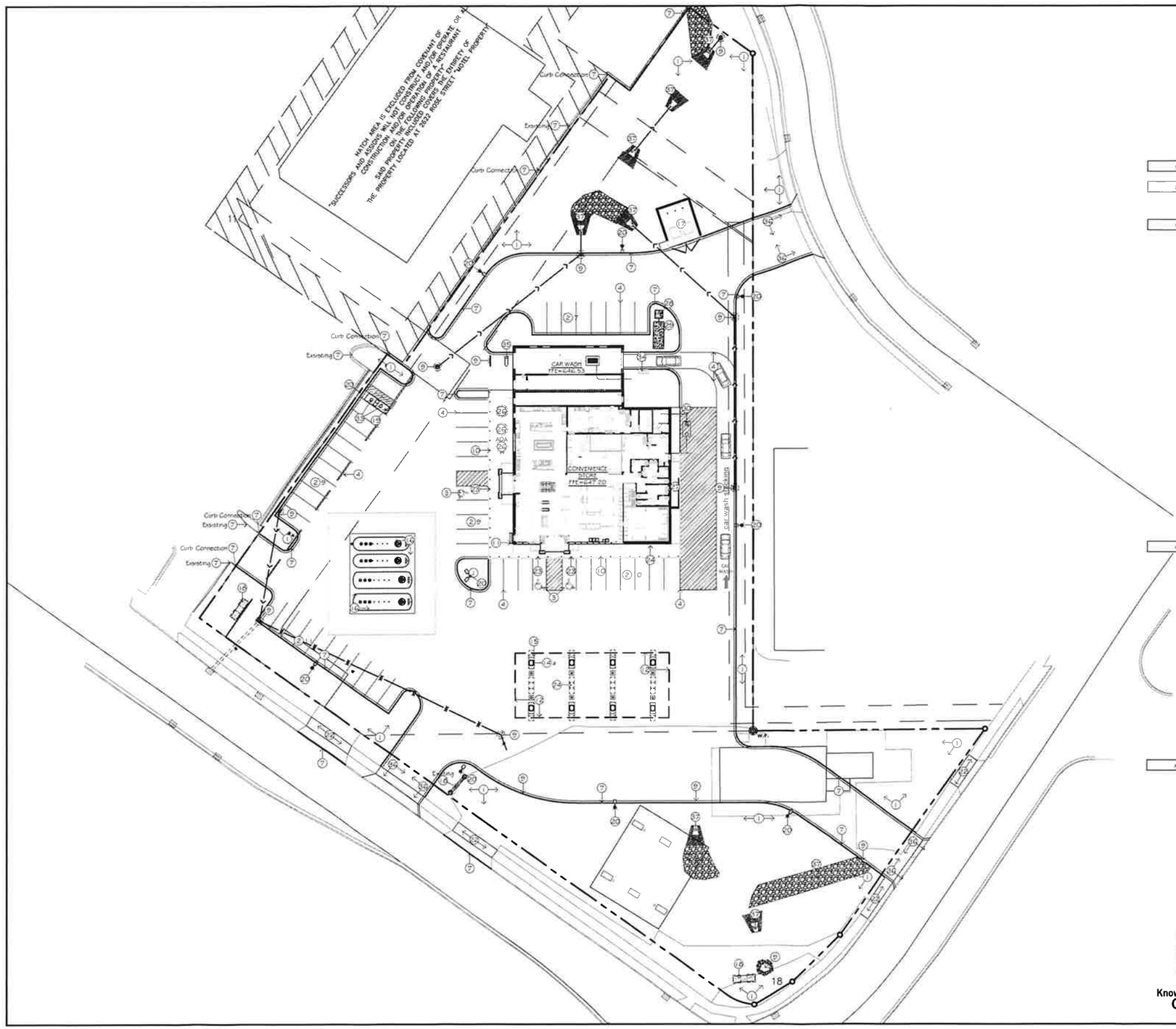
DESCRIPTION–FILE NO. 2229236–2622 ROSE STREET, LA CROSSE, WI 54603

PART OF CERTIFIED SURVEY MAP FILED FEBRUARY 13, 1998 IN VOLUME 1 OF CERTIFIED SURVEY MAPS, PAGE 17, AS DOCUMENT NO. 1327760 BEING A REVISION OF CERTIFIED SURVEY MAP NO. 16, IN VOLUME 1 OF CERTIFIED SURVEY MAPS, PAGE 13, DOCUMENT NO. 1309446, BEING A PART OF GOVERNMENT LOT 2 OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 1320.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 34 MINUTES WEST, ALONG SAID SOUTH LINE, 243.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST GEORGE STREET; THENCE NORTH 54 DEGREES 26 MINUTES WEST, ALONG SAID NORTHEASTERLY LINE, 275.84 FEET; THENCE NORTH 35 DEGREES 34 MINUTES EAST 210.00 FEET; THENCE SOUTH 54 DEGREES 26 MINUTES EAST 81.0 FEET; THENCE NORTH 35 DEGREES 34 MINUTES EAST 229.0 FEET; THENCE NORTH 54 DEGREES 26 MINUTES WEST 40.0 FEET; THENCE NORTH 35 DEGREES 34 MINUTES EAST 210.43 FEET TO A POINT 1320.0 FEET WEST OF THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 0 DEGREES 13 MINUTES EAST TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF DESCRIBED IN AWARD OF DAMAGES RECORDED ON OCTOBER 13, 2016, AS DOCUMENT NO. 1883520.

TOGETHER WITH ACCESS EASEMENTS AS DESCRIBED IN DOCUMENT NO. 1383209 AND CORRECTED BY 1404887.

WISCONSIN
JACOB K. STEPHENSON
S-3078
BLAIR
WIS
LAND SURVEYOR



SITE PLAN KEYNOTES

1. LANDSCAPE AREA. SEE SHEET C700.
2. OFF-STREET PARKING STALLS
   STRIPING - 4" WIDE STALL LINES, USE HIGH VISIBILITY WHITE PAINT.
   SPACES PROVIDED
   (16) SERVICE POINTS
   (2) DIESEL POINTS
   (36) 9'-0"x 20'-0"(MIN.) GENERAL PARKING
   (3) 9'-0"x 20'-0" (MIN) ACCESSIBLE PARKING W/
   (1) 9'-0"x 20'-0" (MIN) LOADING ZONE
   (2) 11'-0"x 20'-0" VACUUM STALLS
3. A.D.A. ACCESSIBLE PARKING SPACE WITH LOADING ZONE. PROVIDE APPROPRIATE STRIPING AND PAVEMENT MARKINGS.
4. 4" WIDE, HIGH VISIBILITY, PAVEMENT STRIPING, LANE MARKINGS AND TEXT, COLOR: HC MARKINGS- BLUE, ALL OTHERS- YELLOW.
5. 6" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #3 REBAR, 3' O.C. CONCRETE SEALER: TK-26UV
6. 6" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #4 REBAR, 3' O.C. CONCRETE SEALER: TK-26UV
7. BG-12 CONCRETE CURB AND GUTTER PER DETAIL 11/C500.
8. 6" INTEGRAL CONCRETE CURB/ WALK. SEE DETAIL 7/C500 FOR NON-FLUSH SECTIONS, CONCRETE SEALER: TK-26UV
9. STORM STRUCTURE. SEE SHEETS C200-400, C501 FOR FURTHER STORM SEWER INFORMATION.
10. 30" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 9/C500.
11. 8 STALL BIKE RACK WITH 4" CONCRETE PAD
    (BRP 300 TRADITIONAL BIKE RACK-SINGLE SIDE
    PORTABLE/ SURFACE MOUNT ENDS
    FUSION COATINGS - A DIVISION OF RTM INC.
    TO BE PROVIDED BY OWNER)
12. 40'-0"x 95'-0" DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.
13. 24'-0"x 50'-0" COMMERCIAL DEISEL DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.
14. CONCRETE ISLANDS W/ 6" EXPOSURE WITH FUEL DISPENSERS. DISPENSER PER OWNER
    A. 3'-6"x 7'-0"
    B. 3'-6"x 8'-0"
15. 36" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 8/C500.
16. UNDERGROUND FUEL STORAGE TANKS PER OWNER. PROVIDE PIPING AND VENTING PER OWNER'S SPECIFICATIONS.
17. EXTERNAL TRASH ENCLOSURE TO MATCH BUILDING. SEE ARCHITECTURAL DETAILS.
18. KWIK TRIP TRADEMARK SIGN (VERIFY LOCATION WITH SIGN PERMIT)
19. "FREE AIR COMPRESSOR. PROVIDE SIGNAGE PER OWNER.
20. SITE AREA LIGHT WITH CONCRETE BASE PER DETAIL 12/C500
21. PVC IRRIGATION SLEEVE UNDER PAVEMENT. VERIFY W/ IRRIGATION PLAN FOR EXACT SIZE AND LOCATION BEFORE INSTALLATION.
22. 4" DEPTH CONCRETE WALK PER DETAIL 3/C500
23. HC PVC BOLLARD SLEEVE PER OWNER. VAN ACCESS SIGNAGE AT 48" HT., STALL PARKING AT 60" HT.
24. OUTDOOR MERCHANDISING AREA
25. 48" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD PER DETAIL 6/C500
26. PICNIC TABLE PER OWNER. PROVIDE 1 HC. ACCESS TABLE SPACE. PROVIDE TRASH CONTAINER PER OWNER.
27. EXTERIOR DELIVERY TOTE STORAGE WITH SCREEN WALL
28. ELECTRICAL TRANSFORMER
29. ELECTRICAL DISCONNECT
30. GREASE INTERCEPTOR
31. ~~ELECTRIC CAR CHARGER~~
32. CONCRETE CURB ISLAND
33. VACUUM PER MANUFACTURER'S SPECIFICATIONS. SEE DETAIL 2/C500
34. CAR WASH KEY PAD/ CONTROLLER. PROVIDE TRASH CONTAINER
35. 6" CONCRETE PAD WITH SNOW MELT PER MECHANICAL PLANS
36. APPROACH PER DETAIL 10/C500
37. STORM OUTFALL WITH RIP RAP. SEE DETAIL 5/C501
38. ~~ROAD RECONSTRUCTION, SEE SHEETS C900-901~~
39. ~~MOUNTABLE 6"x 4" CURB SEE DETAIL 11/C500~~
40. REJECT GUTTER- TIP GUTTER AWAY FROM FACE OF CURB FOR SHEET FLOW
41. ~~PAINT TAPERING EDGE FOR HIGH VISIBILITY~~

811 Know what's below. Call before you dig.

NORTH
SCALE: 1" = 30'

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE X SCALE- 1"=60'

KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
9131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400

STATE OF WISCONSIN
ROBERT J MUELLER
1A-25
PLYMOUTH
REGISTERED LANDSCAPE ARCHITECT

MASTER SITE KEYNOTE PLAN

CONVENIENCE STORE 762

LA CROSSE, WISCONSIN

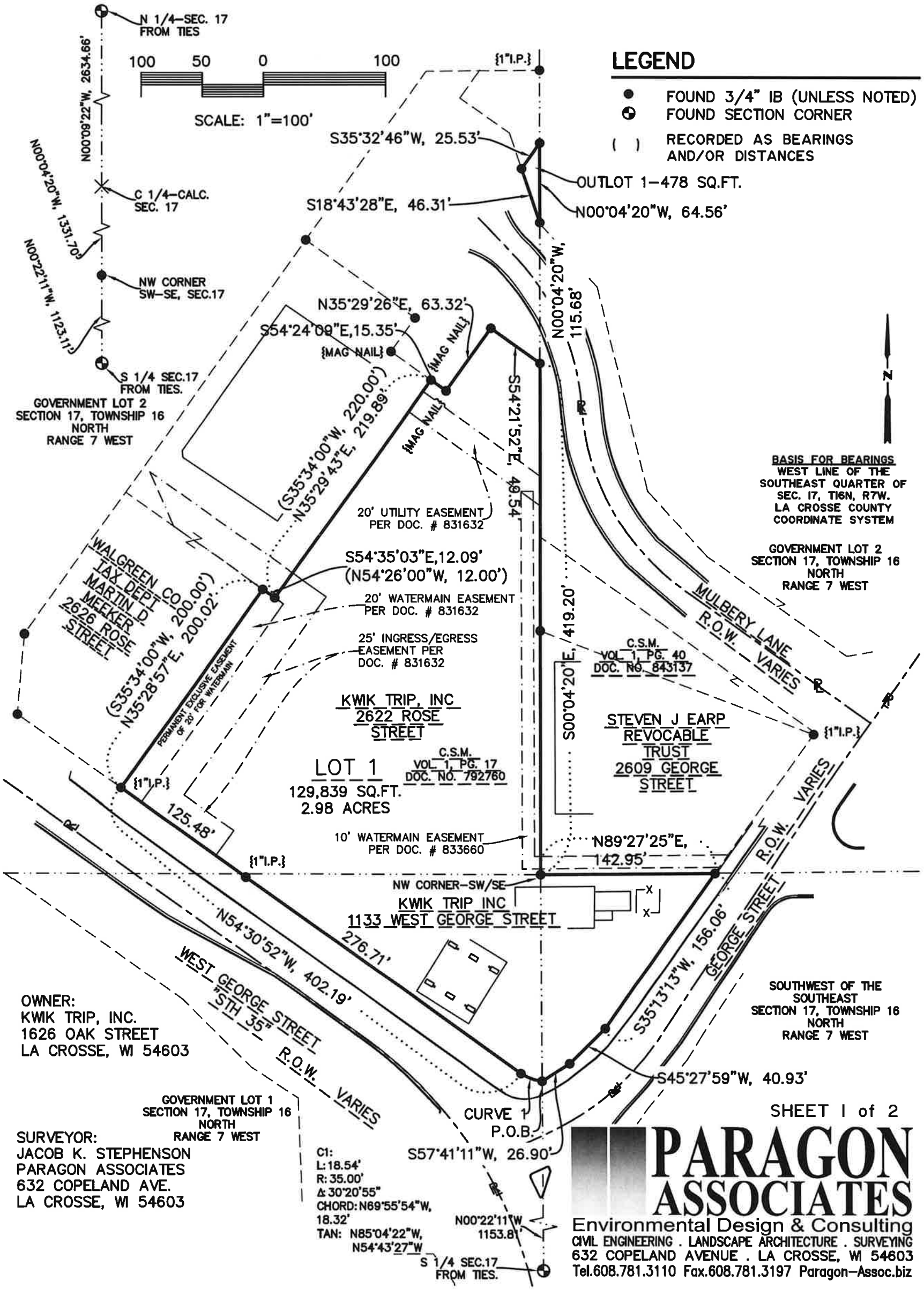
NO.	DATE	DESCRIPTION
	04JAN24	SUBMITTAL
	17JAN24	CITY SUBMITTAL
	29FEB24	COMMENTS
	04MAR24	FUEL TANK UPDATE

DRAWN BY	
SCALE	GRAPHIC
PROJ. NO.	23-762
DATE	2023-12-22
SHEET	C100

PLOTTED 2/5/2024 PATRICK

CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, PART OF CERTIFIED SURVEY MAP VOLUME 1, PAGE 17, DOCUMENT NUMBER 792760 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN



LEGEND

- ● FOUND 3/4" IB (UNLESS NOTED)
- ⊕ FOUND SECTION CORNER
- ( ) RECORDED AS BEARINGS AND/OR DISTANCES

OWNER:
KWIK TRIP, INC.
1626 OAK STREET
LA CROSSE, WI 54603

SURVEYOR:
JACOB K. STEPHENSON
PARAGON ASSOCIATES
632 COPELAND AVE.
LA CROSSE, WI 54603

SHEET 1 of 2

PARAGON ASSOCIATES
Environmental Design & Consulting
CIVIL ENGINEERING . LANDSCAPE ARCHITECTURE . SURVEYING
632 COPELAND AVENUE . LA CROSSE, WI 54603
Tel.608.781.3110 Fax.608.781.3197 Paragon–Assoc.biz

CERTIFIED SURVEY MAP No.

PART OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, PART OF CERTIFIED SURVEY MAP VOLUME 1, PAGE 17, DOCUMENT NUMBER 792760 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

DESCRIPTION

PART OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, PART OF CERTIFIED SURVEY MAP VOLUME 1, PAGE 17, DOCUMENT NUMBER 792760 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 17, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE N00°22'11"W, 1153.81 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 AND WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE RIGHT-OF-WAY OF WEST GEORGE STREET/STATE HIGHWAY 35, BEGINNING OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AND POINT OF BEGINNING; THENCE ALONG SAID CURVE 18.54 FEET, THE CHORD OF WHICH BEARS N69°55'54"W, 18.32 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N54°30'52"W, 402.19 FEET; THENCE N35°28'57"E 200.02 FEET; THENCE S54°35'03"E 12.09 FEET; THENCE N35°29'43"E 219.89 FEET; THENCE S54°24'09"E, 15.35 FEET; THENCE N35°29'26"E 63.32 FEET TO THE SOUTH RIGHT-OF-WAY MULBERY LANE; THENCE S54°21'52"E, 49.54 FEET ALONG SAID RIGHT-OF-WAY; THENCE N00°04'20"W 115.68 FEET TO THE NORTH RIGHT-OF-WAY OF MULBERY LANE; THENCE CONTINUING N00°04'20"W 64.56 FEET; THENCE S35°32;46"W 25.53 FEET TO THE NORTH RIGHT-OF-WAY OF MULBERY LANE; THENCE S18°43'28"E 46.31 FEET ALONG SAID RIGHT-OF-WAY; THENCE S00°04'20"E 115.68 FEET TO THE SOUTH RIGHT-OF-WAY OF MULBERY LANE; THENCE S00°04'20"E, 419.20 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE N89°27'25"E, 142.95 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE WEST RIGHT-OF-WAY GEORGE STREET; THENCE S35°13'13"W, 156.06 FEET ALONG SAID RIGHT-OF-WAY; THENCE S45°27'59"W, 40.93 FEET ALONG SAID RIGHT-OF-WAY; THENCE S57°41'11"W, 26.90 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 130,317 SQ.FT. OR 2.99 ACRES MORE OR LESS
SUBJECT TO ALL OTHER EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT-OF-WAYS IMPLIED, UNRECORDED AND OF RECORD.

OWNER'S CERTIFICATE

I, KWIK TRIP, INC., AS OWNER, DO HEREBY CERTIFY THAT I HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, AND MAPPED AS SHOWN HEREON.

SIGNED THIS _____ DAY OF _____ 20 .

-REPRESENTATIVE OF OWNER

SURVEYOR'S CERTIFICATE

I, JACOB K. STEPHENSON, PROFESSIONAL LAND SURVEYOR #3076, HEREBY CERTIFY THAT THIS IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF, MADE UNDER THE DIRECTION OF, KWIK TRIP, INC., OWNER, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF LA CROSSE SUBDIVISION CONTROL ORDINANCE IN SURVEYING, DIVIDING AND MAPPING THE ABOVE DESCRIBED PARCEL.

JACOB K. STEPHENSON PLS#3076
PARAGON ASSOCIATES

CITY OF LA CROSSE APPROVAL

RESOLVED THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF LA CROSSE THIS

_____DAY OF_____ APRIL, 2024.

SIGNED- DATE

NOTICE OF HEARING ON
REQUEST FOR EXCEPTION TO STANDARDS
FOR COMMERCIAL DESIGN STANDARDS

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Common Council of the City of La Crosse by its Judiciary and Administration Committee will hold a public hearing upon the **Request of Kwik Trip Inc. for an Exception to Commercial Design Standards** under Chapter 115, Article VII of the Code of Ordinances of the City of La Crosse **allowing for exceptions to parking and building setback standards for construction of a new convenience store.**

Said property is generally located at 2622 Rose Street and 1133 West George Street and is further described as follows: *Tax Parcels 17-10355-20 & 17-10264-35*

The City Plan Commission will meet to consider such application on **Monday, April 29, 2024, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, April 30, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, May 9, 2024 at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may be heard for or against such proposed change, and may appear in person, by attorney or may file a formal objection, which objection forms are available in the City Clerk's Office.

The application and supporting documentation may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 24-0517).

Dated this 10th day of April, 2024

Nikki M. Elsen, City Clerk
City of La Crosse

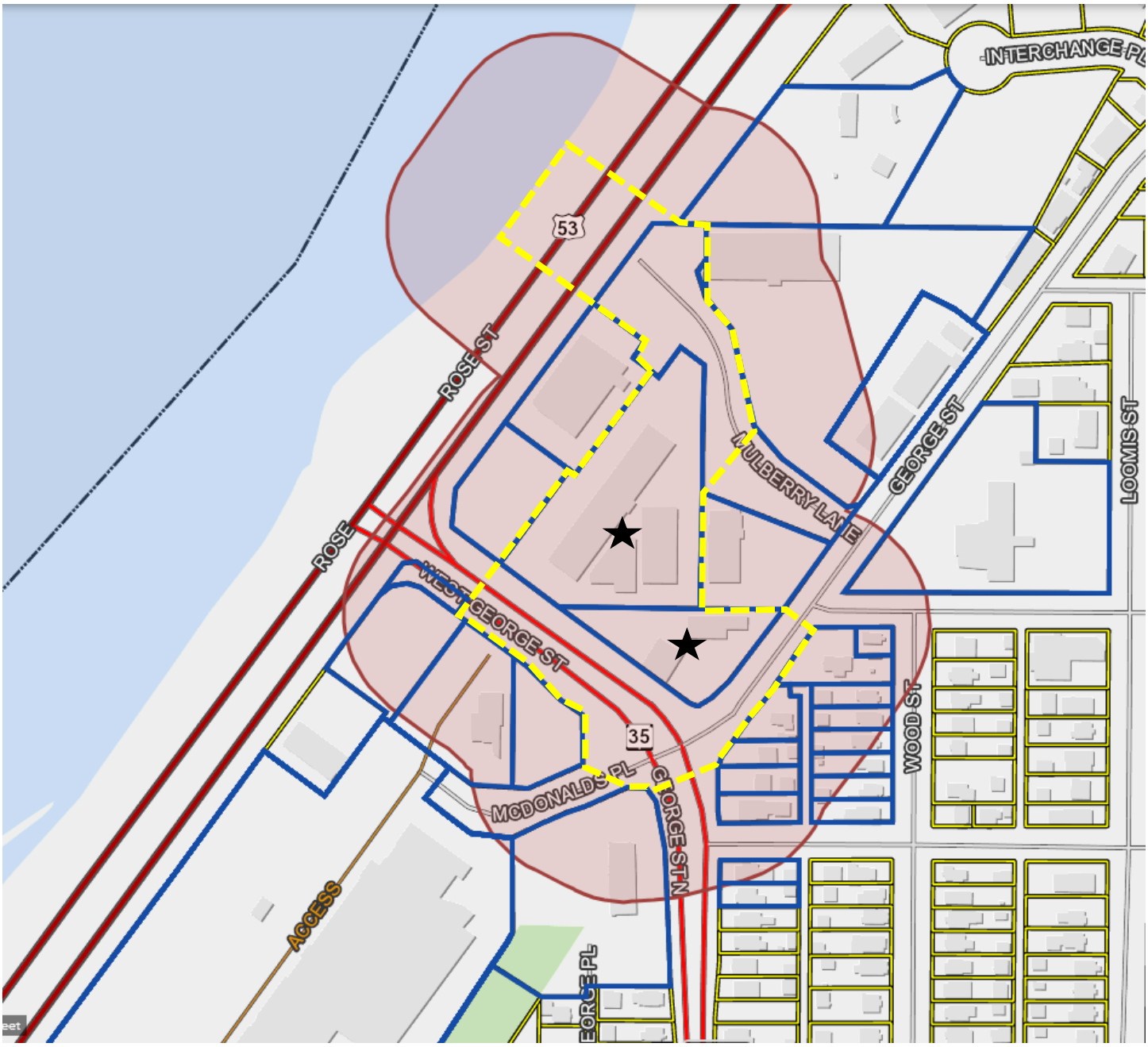
- -

Publish: April 16 and 23, 2024
One (1) Affidavit

Tax Parcel Number	OwnerName	PROPADDCOMP	Mailing Address	MailCityStateZip
17-10200-70	MARTIN J LECY	1225 CAMPBELL ST	1225 CAMPBELL ST	LA CROSSE WI 54603
17-10200-80	JEFFREY HEILMAN, LINDA HEILMAN	2500 GEORGE ST	2500 GEORGE ST	LA CROSSE WI 54603
17-10201-130	RHEA ANDERSON	2432 GEORGE ST	2432 GEORGE ST	LA CROSSE WI 54603
17-10201-140	DONOVAN B BORSHEIM TRUST	2436 GEORGE ST	1909 SHARON ST	LA CROSSE WI 54603
17-10247-20	JEFFREY HEILMAN, DANIELLE HEILMAN, LINDA HEILMAN	2506 GEORGE ST	2506 GEORGE ST	LA CROSSE WI 54603
17-10247-30	TODD G HOLLEY	2510 GEORGE ST	2510 GEORGE ST	LA CROSSE WI 54603
17-10247-40	TED A ROBERTS, PATRICIA Q ROBERTS	2520 GEORGE ST	2520 GEORGE ST	LA CROSSE WI 54603
17-10247-50	CHRISTOPHER AARSTAD	2521 WOOD ST	2521 WOOD ST	LA CROSSE WI 54603-1930
17-10247-60	CHARLES LUCK, MACY CURTIS	2519 WOOD ST	2519 WOOD ST	LA CROSSE WI 54603
17-10247-70	DOUGLAS ZIBROWSKI, ELIZABETH ZIBROWSKI	2515 WOOD ST	2515 WOOD ST	LA CROSSE WI 54603
17-10247-80	SUSAN L ROCHESTER	2509 WOOD ST	2509 WOOD ST	LA CROSSE WI 54603
17-10247-90	KIMBERLY A GROSSKOPF	2505 WOOD ST	2505 WOOD ST	LA CROSSE WI 54603
17-10262-80	RWR PROPERTIES LLC	2641 GEORGE ST	1400 PINE ST	ONALASKA WI 54650
17-10263-30	NORTH PRESBYTERIAN CHURCH C/O TRUSTEES	1327 SALEM RD	1327 SALEM RD	LA CROSSE WI 54603-1649
17-10263-40	STATE OF WISCONSIN DOT	2558 ROSE ST	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10263-51	MARTIN D MEEKER, CAROL R MEEKER C/O WALGREEN CO TAX DEPT	2600 ROSE ST	300 WILMOT RD #09214	DEERFIELD IL 60015
17-10263-70	EAGLE BAY PROPERTIES LLC	2330, 2334, 2400, 2402, 2406, 2408, 2410, 2416, 2418, 2420, 2422, 2424, 2430, 2432, 2434, 2532, 2536 ROSE ST	9447 JANCING AVE	SPARTA WI 54656
17-10263-73	EAGLE BAY PROPERTIES LLC	1124 WEST GEORGE ST	9447 JANCING AVE	SPARTA WI 54656
17-10263-74	EAGLE BAY PROPERTIES LLC	2552 ROSE ST	9447 JANCING AVE	SPARTA WI 54656
17-10264-25	FRANCHISE REALTY INTERSTATE CORPORATION C/O COURTESY CORP	1140 WEST GEORGE ST	2700 NATIONAL DR STE 100	ONALASKA WI 54650
17-10264-30	MCDONALDS USA LLC C/O COURTESY CORP	2437 GEORGE ST	2700 NATIONAL DR STE 100	ONALASKA WI 54650
17-10265-60	SHANE R CARROLL, ISABEL E SCHULZ	2534 GEORGE ST	2534 GEORGE ST	LA CROSSE WI 54603-1623
17-10265-70	VERCRUYSSE VENTURES LLC	2527 WOOD ST	W6918 WOLFE RD	HOLMEN WI 54636
17-10350-20	LAREDO ENTERPRISES LLC	1300 & 1304 INTERCHANGE PL	PO BOX 846	WEST SALEM WI 54669
17-10355-100	STATE OF WISCONSIN DOT	MULBERRY LN	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10355-11	MARTIN D MEEKER, CAROL R MEEKER C/O WALGREEN CO TAX DEPT	2626 ROSE ST	300 WILMOT RD #09214	DEERFIELD IL 60015
17-10360-10	REINHART REAL ESTATE GROUP INC	1207 MULBERRY LN	PO BOX 2228	LA CROSSE WI 54602-2228
17-10360-20	STEVEN J EARP REVOCABLE TRUST	2609 GEORGE ST	1212 BAINBRIDGE ST	LA CROSSE WI 54603

Properties within 200 feet of 2622 Rose St. and 1133 W George St

APPLICANT	KWIK TRIP INC	1133 WEST GEORGE ST 2622 ROSE ST	1626 OAK ST	LA CROSSE WI 54603



= properties within 200 feet, excluding adjacent right-of-way of 2622 Rose St & 1133 West George St.

Agenda Item 24-0517 (Tim Acklin)

Request for exception to Commercial Design Standards by Kwik Trip Inc. allowing for exceptions to parking and building setback standards for the construction of a new convenience store at 2622 Rose Street and 1133 West George Street.

General Location

Aldermanic District 1, NE side of West George Street between Walgreens and S&S Music as depicted on attached Map 24-0517. Parcel is within the Logan Northside Neighborhood Association. Surrounding land uses are mostly commercial with residential a little further east across George Street.

Background Information

The applicant, Kwik Trip, is requesting exceptions to the City's commercial design standards that were identified as part of the plan review process for their new convenience store that includes a car wash, dumpster enclosure and fuel pumps. The requested exceptions are:

1) Parking may not be closer to the street than the building.
2) Buildings must be built up to the front yard setback.

See attached plans.

The applicant's states that they try to keep their site design consistent with their company model to ensure customer's expectation when visiting their facilities.

Recommendation of Other Boards and Commissions

Final Plans for this development were reviewed by the Design Review Committee at their March 15, 2024, meeting.

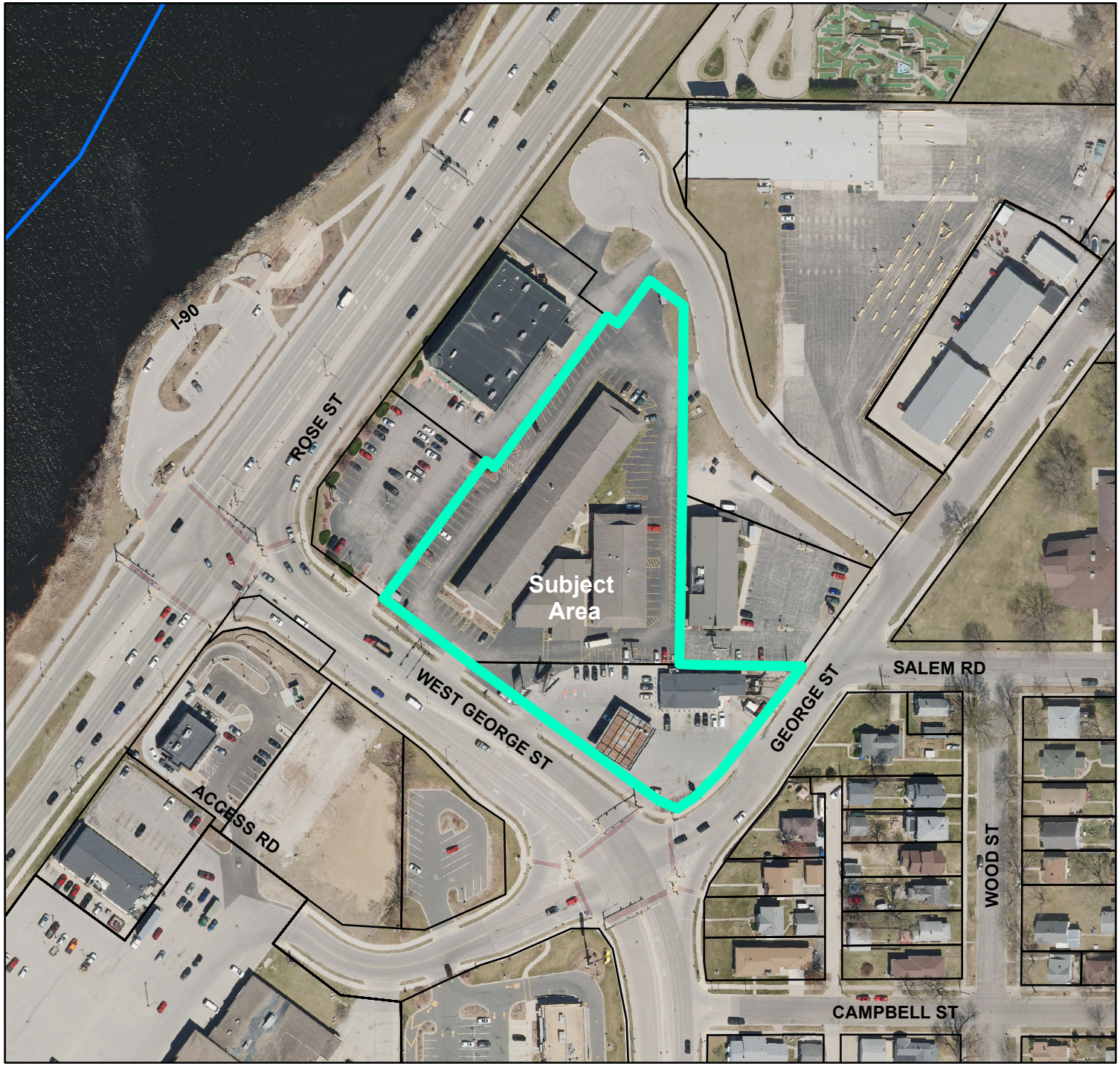
Consistency with Adopted Comprehensive Plan

Exceptions to the design standards are not directly addressed in the comprehensive plan. The desire for good architectural and site design are. The proposed use is considered commercial. This development falls within the C3-Highway Route 53 Corridor in the Comprehensive Plan. Commercial is a desirable future land use in this area.

Staff Recommendation

This type of site design is consistent with this type of franchise/convenience store architecture. It is also located along a major state highway and near an Interstate exit which is less of a concern. The applicant is also incorporating a lot of landscaping into the site to soften and screen the amount of impervious surface. **Staff recommends approval of this request.**

Routing J&A 4.30.2024



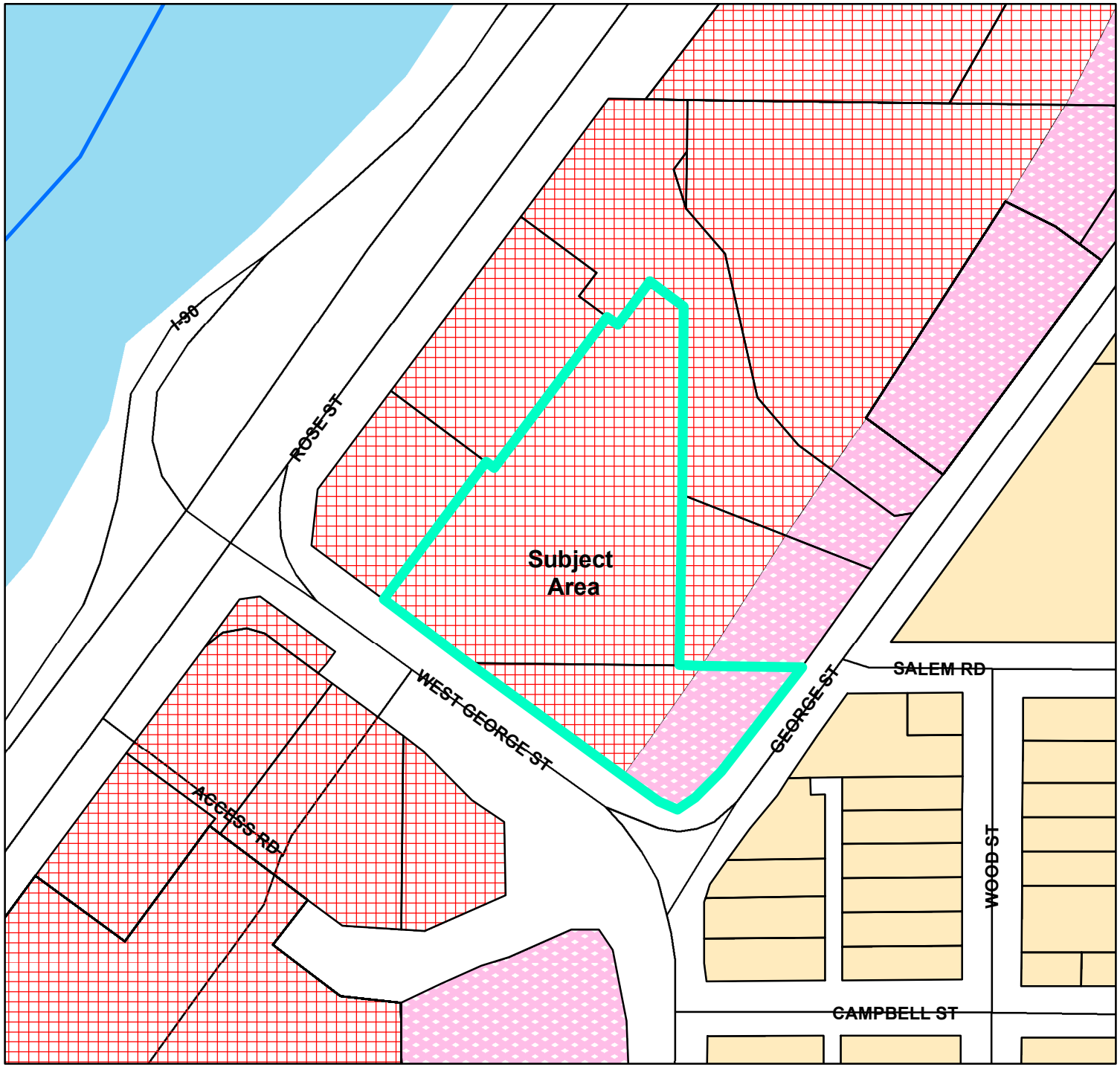
BASIC ZONING DISTRICTS

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

0 80 160 320 Feet

City of La Crosse Planning Department - 2024

PC 24-0517



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City of La Crosse Planning Department - 2024

PC 24-0517

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0518

Agenda Date: 5/2/2024 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via Resolution #23-0805; and

WHEREAS, on 12-13-23 the Common Council approved the sale of this property to the Delagraves for $211,000.00 via resolution #23-1367; and

WHEREAS, prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property; and

WHEREAS, due to the additional cost and time associated with these needed corrections the Delagraves have requested a reduced sale price of the property from $211,000 to $180,000 and an adjusted construction timeline to allow for more time to incorporate these corrections.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-63, to Sarah and Dylan Delagrave for the adjusted amount of $180,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by April 2026 and complete construction by December 2026.
- All other provisions of the original sale agreement remain.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.

Approved by the Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated 10/18/23, and accepted on 10/10/23,
for the purchase and sale of real estate at La Crosse County Tax Parcel Number 17-10575-63 and 17-10575-64
_____, Wisconsin as follows:
Closing date is changed from 2/15, 24, to 6/7, 24.
Purchase price is changed from $211,000 to $180,000.
Other: Development time frame to start date of April 2026 with completion date of December 2026.

The attached _____ is/are made part of this Amendment.
ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before 5/24/24 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.
NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 33-34.

This Amendment was drafted by _____ on _____
Licensee and Firm ▲ Date ▲

This Amendment was presented by _____ on _____
Licensee and Firm ▲ Date ▲

(x) Sarah Delagnave 4/1/24 (x) _____
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Print name ▶

(x) Dylan Delagnes 4/1/24 (x) _____
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Print name ▶

This Amendment was rejected _____ _____
Party Initials ▲ Date ▲

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON October 18, 2023 **[DATE] IS (AGENT OF BUYER)**
~~**(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)**~~ **STRIKE THOSE NOT APPLICABLE**
The Buyer, Sarah and Dylan Delagrave and/or assigns,
offers to purchase the Property known as La Crosse County Tax Parcel Numbers 17-10575-64 and 17-10575-63
_____
_____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-650, or attach as an addendum per line 676] in the City of Onalaska, County of La Crosse Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Two-Hundred-Eleven-Thousand and 00/100 Dollars (This Purchase Price is subject to the escalator clause found in the "Additional Provisions" section hereof Dollars ($ 211,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: NONE
_____
_____
_____
All personal property included in purchase price will be transferred by bill of sale or N/A
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: Seller's personal property
_____
_____
_____.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 31, 2023. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on or before December 31, 2023
_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY
■ EARNEST MONEY of $ N/A accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 1,000.00 will be mailed, or commercially, electronically or personally delivered within 5 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) ~~(drafting Firm)~~ (other identified as N/A _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: NONE _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.

b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.

c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.

d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.

g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights–of–way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: Operation of an auto repair and towing service

_____ **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

[X] **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

[X] **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

[X] **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: Operation of an auto repair and towing service _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

[ ] **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

[ ] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY: [ ] rezoning; [ ] conditional use permit; [ ] variance; [ ] other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

[ ] **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

[ ] Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.
[ ] A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.
[ ] Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
[ ] Rent roll.
[ ] Other _____.

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.
All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.
[X] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (~~Seller's~~) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
■ RIGHT TO CURE: Seller (shall) (~~shall not~~) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
(2) curing the Defects in a good and workmanlike manner; and
(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.
This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:
(1) Seller does not have a right to cure; or
(2) Seller has a right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the written notice of election to cure.
■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.
CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.
INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).
(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.
(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____
_____
(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.
(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.
Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
(2) curing the Defects in a good and workmanlike manner; and
(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.
This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
(1) Seller does not have a right to cure; or
(2) Seller has a right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.
■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____

_____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and NONE

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE
■CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and NONE

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.
WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.
■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.
■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are NONE. There are no current leases for the Property

_____. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

[ ] **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than ____ days ("7" if left blank) before closing, estoppel letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX ([ ]) are part of this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.
CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.
Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.
IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.
IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.
COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.
Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES In the event that Seller receives a bona fide offer to purchase for the Property from a third party, the Purchase Price under this Commercial Offer to Purchase shall increase to One-Thousand and 00/100 Dollars ($1,000.00) higher than the Purchase Price contained in said third party, bona fide Offer to Purchase. Notwithstanding the foregoing, the Purchase Price under this Commercial Offer to Purchase shall not exceed Five-Hundred-Thousand and 00/100 Dollars ($500,000.00). Seller shall provide a copy of said third party, bona fide Offer to Purchase prior to this clause causing an increase in the Purchase Price hereunder.

Buyer may unilaterally assign all its rights and obligations under this Commercial Offer to Purchase to an LLC of its choosing, provided that said LLC is under the control of the Buyer.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 658-673.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 660 or 661.

Name of Seller's recipient for delivery, if any: _____

Name of Buyer's recipient for delivery, if any: _____

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 669 or 670.

[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: _____

Email Address for Buyer: sarah@delsinc.com w/ copy to mmk@haleskemp.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Matt Klos

Buyer Entity Name (if any): _____

(x) Sarah Delagrave 10/20/23
Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Sarah Delagrave and/or assigns Date ▲

(x) Dylan Delagrave 10/20/23
Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Dylan Delagrave and/or assigns Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller Entity Name (if any): City of La Crosse

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated **October 18, 2023**, and accepted **October 10, 2023**, for the purchase and sale of real estate at **La Crosse County Tax Parcel Numbers 17-10575-64 and 17-10575-63**, Wisconsin as follows:

Closing date is changed from _____, __, to _____, ____.

Purchase price is changed from $ _____ to $ _____.

Other: Buyer has received and understood La Crosse Common Council Resolutions 23-0805 adopted August 10, 2023 and the draft resolution No. 23-1367, and Buyer agrees explicitly and specifically to each and all terms and conditions of same, including that the Buyer shall strictly follow all design standards of the covenants for the neighboring International Business Park, and submits hereby to the City for all determinations and enforcement consistent therewith.

Buyer Further agrees to execute a Development Agreement with the City which regards the above standards and other development requirements for the lot. The Development Agreement shall be in substantially the form attached. Buyer understands that this Offer is contingent upon final approvals of the City, including approval of Resolution 23-1367 and the Development Agreement. Buyer agrees that the final form of the Resolution and Development Agreement may vary slightly and shall have no objection to minor changes to same.

Buyer understands that the property is subject to a Pipeline Easement recorded April 6, 1964 in the La Crosse County Register of Deeds Office as Document No. 750691, has reviewed the document, and shall waive any objection to its terms or effect on title to the property. Buyer also understands the parcel numbers are being combined and waives any objection to same.

Common Council Resolutions 23-0805 and 23-1367; draft

The attached **development agreement, Pipeline Easement** is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before _____ (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 30-33.

This Amendment was drafted by _____ on _____
Licensee and Firm ▲ Date ▲

This Amendment was presented by _____ on _____
Licensee and Firm ▲ Date ▲

(x) Sarah Delagrave 12/19/23
Buyer's Signature ▲ Date ▲
Print name ► Sarah Delagrave

(x) Dylan Delagrave 12/19/23
Buyer's Signature ▲ Date ▲
Print name ► Dylan Delagrave

(x) CITY OF LA CROSSE 12/19/2023
Seller's Signature ▲ Date ▲
Print name ►
Title ►

Seller's Signature ▲ Date ▲
Print name ►

This Amendment was rejected _____ _____ _____ _____
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

Drafted by Atty. Ryan R. Seib

23-0805

Resolution declaring certain properties located on Kinney Coulee Rd, parcels 17-10575-64 and 17-10575-63, as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse owns parcel 17-10575-64 and 17-10575-63 located on Kinney Coulee Rd; and

WHEREAS, there has been expressed private interest in purchasing the property; and

WHEREAS, the City does not have need for these properties and would like to offer the properties for sale.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the aforementioned parcel is declared surplus and will be offered for sale at a price determined by the City's Lead Appraiser.

BE IT FURTHER RESOLVED that the Director of Planning, Development and Assessment, Board of Public Works, and Director of Finance are hereby authorized to take any and all steps to effectuate this resolution.

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on August 10, 2023.

Nikki M Elsen

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

Resolution approving the sale of City owned surplus properties on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave.

RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via resolution #23-0805; and

WHEREAS, on 10-26-23, the Board of Public Works agreed to move forward with an offer from Sarah and Dylan Delagrave in the amount of $211,000.00; and

WHEREAS, the following conditions of the sale have been agreed upon by the Board of Public Works and Sarah and Dylan Delagrave:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave for the amount of $211,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.

750691 WB119-1-15

VOL 377 PAGE 518

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stanley Sanwick and Helen Sanwick, his wife

hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, remise and relinquish unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate a pipeline, and appurtenances thereto, across and through a strip of land fifty feet (50') in width across the following described lands situated in the County of LaCrosse and State of Wisconsin, to-wit:

Parcel 1. The West two (2) rods of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 12, Township 16 North, Range 7 West

Parcel 2. The Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) of Section 12, Township 16 North, Range 7 West

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purposes of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for agricultural purposes, pasturage, or other purposes not inconsistent with or detrimental or dangerous to the uses and facilities of the Grantee.

It is further agreed as follows:

(1) That the centerline of the easement strip conveyed hereby is described as follows:

Parcel 1. Commencing at a point on the West line of said Section 12, 680 feet North of the Southwest corner of said section; thence bearing North 81 degrees 32 minutes East a distance of 34 feet and there leaving the property at a point 33 feet East and 685 feet North of the Southwest corner of said Section 12.

Parcel 2. Commencing at a point 1,320 feet North and 1,235 feet West of the South Quarter (S¼) corner of said Section 12; thence bearing North 60 degrees 10 minutes East a distance of 1,193 feet; thence bearing North 1 degree 11 minutes West a distance of 726 feet and there leaving the property at a point on the West Quarter (W¼) line of Section 12 a distance of 250 feet West of the center of said Section 12.

(2) That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

(3) That Grantee will pay to Grantor any damages caused to Grantor's growing crops, trees, shrubbery, fences or buildings by the operation or maintenance of Grantee's pipeline.

(4) That the rights of the Grantee may be assigned in whole or in part.

(5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; that the agent of the Grantee accepting the delivery hereof has no right or authority to modify the provisions hereof either in writing or orally; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1st day of April, 1964.

Stanley Sanwick

Helen Sanwick

This instrument drafted by:

Robert L. Goeken

ACKNOWLEDGMENT

STATE OF WISCONSIN : SS.
COUNTY OF LACROSSE :

Before me, C. E. Backus, a Notary Public in and for said County and State, on this 1st day of April, 19 64, personally appeared Stanley Sanwick and Helen Sanwick, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:
6-12-1966

C. E. Backus
Notary Public
C. E. Backus

STATE OF Wisconsin : SS.
COUNTY OF _____ :

Before me, _____, a Notary Public in and for said County and State, on this _____ day of _____, 19___, personally appeared _____ and _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:
_____

_____
Notary Public

STATE OF WISCONSIN : SS.
COUNTY OF _____ :

I _____, hereby certify that _____, who _____ personally known to me to be the same person___ whose name___ _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, A.D., 19___.

_____
(Title)

STATE OF WISCONSIN : SS.
COUNTY OF _____ :

I _____, hereby certify that _____, who _____ personally known to me to be the same person___ whose name___ _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, A.D., 19___.

_____
(Title)

RECORDED
APR - 6 1964
AT 9:00 A M.
EVERETT J. RUNCE
REGISTER OF DEEDS

DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS AND OTHER MATTERS RELATING TO PARCELS 17-10575-64 AND 17-10575-63 A DEVELOPMENT IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into by and between Sarah Delagrave and Dylan Delagrave, and/or their approved assigns ("**Developer**"), and the City of La Crosse, a body corporate and politic, with its principal business office located at 400 La Crosse Street, La Crosse, WI 54601 ("**City**").

RECITALS

WHEREAS, the Developer has received approval from the City as set forth in City Common Council Resolution Nos. 23-0805 and 23-1367, of a development to be known to be consisting of parcel 17- 10575-64 and 17-10575-63 and further legally described on **Exhibit 2** attached hereto (the "**Development**") and located on Kinney Coulee Road in the City of La Crosse, La Crosse County, Wisconsin ("**Property**"). Developer wishes to enter this Agreement to satisfy conditions of the City Board's approval and shall thereafter promptly proceed with recording of the Property;

WHEREAS, the City seeks to protect the health, safety, and general welfare of the community and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

WHEREAS, the City requires the Developer to comply with La Crosse International Business Park standards and covenants, and Developer agrees to do so, agreeing that the Property is located next to but not in the International Business Park;

WHEREAS, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development and is made for the mutual benefit of the Developer and the City in order to assure compliance with City Ordinances and standards;

WHEREAS, the Developer acknowledges that the City will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement; and

WHEREAS, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City Ordinances, waive the right to contest the terms of the Agreement, and agree to be bound hereto, all as set forth in the Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances, and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.

2. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the City for

construction of any improvements to the Property.

3. **DEVELOPER TO REIMBURSE THE CITY FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the City pursuant to its customary practice for administering development projects, the Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The City's costs shall be determined as follows: All costs and expenses incurred by City in connection with the Development, including, but not limited to, the cost of professional services incurred by the City for the review and preparation of required documents, attendance at meetings or other related professional services. Unless the amount totals less than $50.00, the City shall bill the Developer monthly for expenses incurred by the City. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of one percent (1%) per month.

4. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

(a) **Authority**. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer. The Developer represents and warrants to the City that the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby constitutes a legal, valid and binding agreement of the Developer, enforceable against it. The Developer represents and warrants to the City that there are no lawsuits filed or pending to the knowledge of the Developer or threatened against the Developer that may in any way jeopardize the ability of the Developer to perform its obligations hereunder.

(b) **Quality of Work**. All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and the Subdivision Regulations of the City as directed by the City Engineer.

(c) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the parties shall indemnify and hold harmless each other, each other's its officers, agents and employees (collectively, the "Indemnitees"), and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the party responsible for construction pursuant to this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect. This indemnity does not apply to any claims arising out of any willful acts or omissions, gross negligence or bad faith of any of the Indemnitees, except to the degree that causation of such claim is not due to such acts, omissions, negligence or bad faith.

(d) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10)

days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

5. **COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.**

(a) **Declaration of Covenants, Conditions and Restrictions.**

i. The Developer shall at all times prior to, during and following construction, comply with and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors the Property ("**Covenants**"). Developer shall receive City Plan Commission approval for the development's design plans prior to construction of the development.

ii. Developer shall comply with all City commercial design review standards and the City's review of same. Should Developer encumber the Property with covenants, conditions or restrictions, same shall be submitted to the City for review and approval if satisfactory to the City Attorney.

iii. The above referenced Covenants are hereby incorporated into, agreed to and adopted by Developer as covenants which run with the land, inuring to the benefit of the City and the Business Park neighboring properties. However, nothing herein incorporates this Property into the International Business Park, implies or grants voting rights or other rights appurtenant to lots in the international Business Park, or subjects this Property to any association of owners of the International Business Park.

(b) **Restrictions on Transfer Of Lots Prior to Completed Construction**. The Developer agrees not to convey the Property to third parties without the consent of the City, or until the construction of the agreed project is complete.

(c) **Additional Matters.** Other legal documents required for this Development shall be as specified on **Exhibit 2.**

6. **GENERAL CONDITIONS.**

(a) **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any other required approvals. Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction or reimburse the Developer within any Phase

(b) **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.

(c) **City Rights Retained.** The City does not hereby waive, and expressly retains, its right to

governmental immunity and other defenses that may be available to the City. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the City's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the City retains and expressly reserves its legislative discretion.

(d) **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

(e) **Default.** A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies shall include, but not be limited to, stopping all construction in the approved final Property and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

(f) **Entire Agreement.** The purchase agreement, this written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the City with reference to development of the Property.

(g) **Attorney Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, the Developer shall pay all City costs, including reasonable attorney fees and expert witness fees.

(h) **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under the Agreement. The Developer agrees to complete the construction of the project as described in the Phasing Plan. If there are unexpected delays, Developer must first apply for a written extension from the City, which shall not be unreasonably withheld. It shall be the responsibility of the Developer to notify the City promptly in writing of any delays whether anticipated or experienced. Projects not fully completed within four years from the date of this Agreement shall be considered breach of this Agreement and the City shall have the right to repurchase the parcels at the price originally sold to Developer, less any fees, costs or amounts due to the City by Developer per this Agreement or otherwise, in addition to any other remedies of the City hereunder. Such right of repurchase shall survive this agreement and if it should be exercised hereunder, such repurchase shall take place within 60 days at the City's option.

(i) **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

(j) **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.

(k) **Notice.** Any notice required or permitted by this Agreement shall be deemed effective

when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer: _____

If to City: _____
Attn: _____
_____

(l) **Recordation.** The City may record this Agreement or a memorandum of this Agreement in the La Crosse County Register of Deeds Office.

(m) **Effective Date.** This Agreement shall be effective as of the date and year executed by both parties.

(n) **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

Exhibit 1 – Phasing Plan
Exhibit 2 – Legal Description

[SIGNATURES ON FOLLOWING TWO PAGES]
[EXHIBITS INCORPORATED BY REFERENCE]

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2023.

_____

By: _____

_____

Attest: _____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above-named _____ and _____, _____ of the _____, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the City's authority.

_____

Notary Public, State of Wisconsin
My Commission Expires: _____

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2023.

DEVELOPER

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2023, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of _____ _____.

_____

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument drafted by:

Ryan R. Seib
Assurity Legal LLC
2809 Fish Hatchery Road, Suite 201
Madison, WI 53713

EXHIBIT 1
PHASING PLAN

PHASE	LOTS	COMMENCE	COMPLETE
1			

Changes to the Phasing Plan *require approval of the City Board*. Changes without City approval shall be deemed a breach of the Agreement by the Developer.

DRAFT

EXHIBIT 2
LEGAL DESCRIPTION

DRAFT

DBS GROUP

BREAKING NEW GROUND IN CONSTRUCTION

March 5, 2024

Sarah Delagrave
Del's Service Center
221 Main Street
Onalaska, WI 54650

Re: Del's Service Center Facility Development; Parcel 17-10575-63 – Unsuitable Soils Condition

Dear Sarah,

This letter is regarding the parcel on Kinney Coulee Road N in Onalaska, WI being considered for the new Del's Service Center facility – the parcel being considered is Tax Parcel 17-10575-63. We are in receipt of, and have reviewed, the Design Phase Geotechnical Report for the subject site prepared by Chosen Valley Testing dated February 14, 2024.

The Design Phase Geotechnical Report identifies the presence of unsuitable subsurface soils that will require correction prior to proceeding with planned building improvements on the site. We conferred with Chosen Valley Testing and a local civil engineer to confirm the extent of the unsuitable soil correction work, identifying the below correction solution:

- Removal and replacement of unsuitable soils at the building pad area (approximately 5,900CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- Removal and replacement of unsuitable soils beneath the building footings/foundations (approximately 600CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- A local earthwork vendor quantified the above-mentioned soil correction work, with a budget of $145,000.00.

We believe it is important to note that the Design Phase Geotechnical Report provides a snapshot of existing subsurface soil conditions at the soil boring locations, and additional unsuitable soil conditions could be encountered during construction operations. During the construction phase, we will retain the services of a licensed geotechnical engineer to witness and test the soil conditions to identify unsuitable soil conditions that could impact the performance of the planned improvements.

DBS GROUP
BREAKING NEW GROUND IN CONSTRUCTION

Please do not hesitate to contact me with any questions or comments you may have regarding this matter.

Sincerely,

Chris Walters, President
DBS Group, LLC

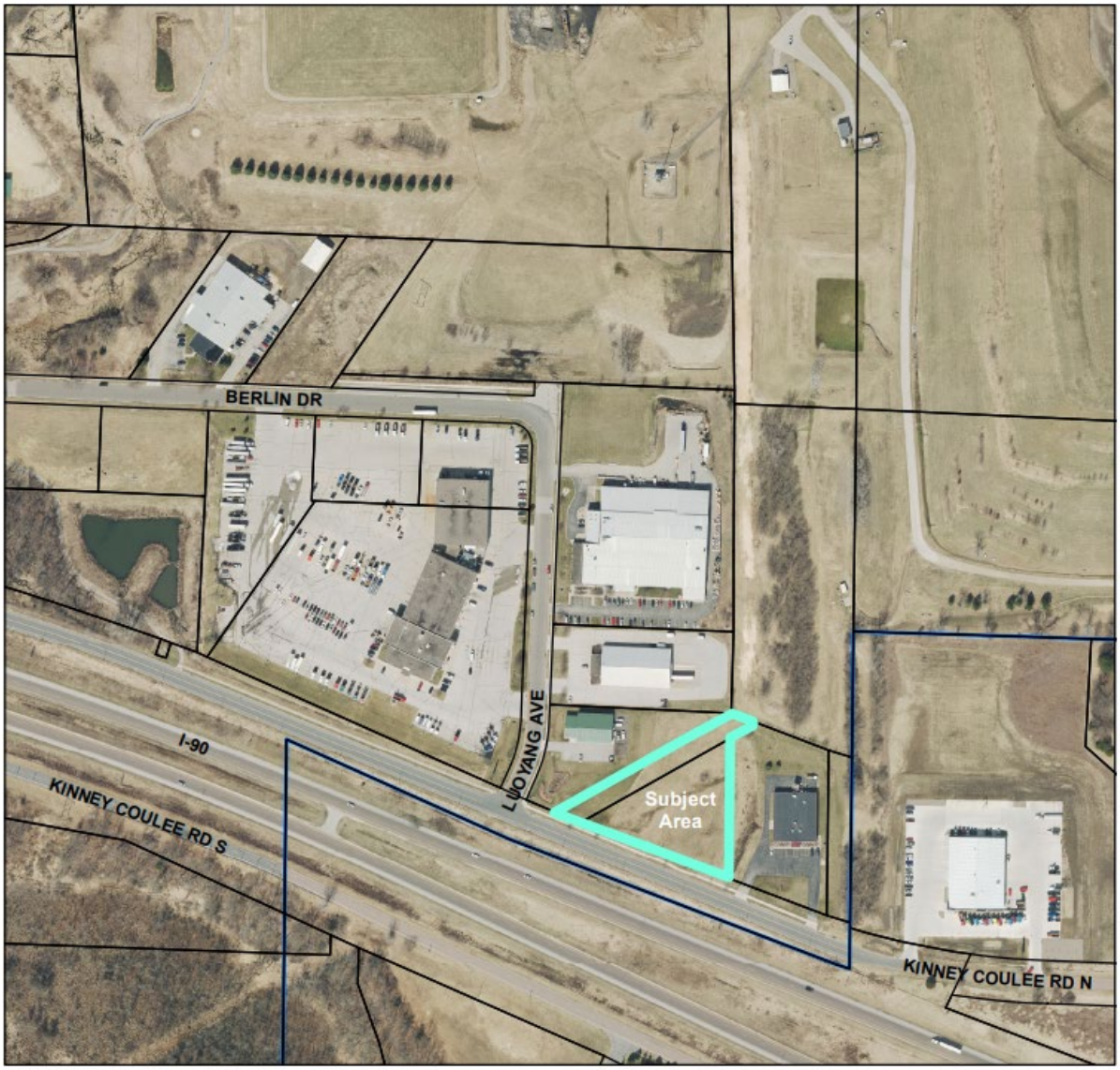
Cc: Mike Campbell, Design Director
Jason Stefferud, Director of Preconstruction

Subject RE: City of La Crosse Parcel combination request 17-10575-64 and 17-10575-63

For the estimated value of these two parcels as one unit, I would estimate a range from $180,000-$211,000.

Take Care,

Shannon L. Neumann |City Assessor
City of La Crosse Assessor's Office
400 La Crosse St. 54601
608-789-7525 Main | 608-789-7544 Office
neumanns@cityoflacrosse.org
www.cityoflacrosse.org



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 24-0158 Caption Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

Staff/Department Responsible for Legislation

Julie Emslie, Planning

Requestor of Legislation

Sarah and Dylan Delagrave

Location, if applicable

This parcel is adjacent to the International Business Park on the southeast corner. It is in City District 2.

Summary/Purpose

Prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property. A letter from the Delagraves General Contractor, DBS group, is attached to this legislation. This letter outlines the level of correction that is needed and costs associated with this correction.

Due to the corrections needed, the Delagraves have requested a lowered sale price of $180,000 and an extension to their construction timeline. The $180,000 is within the range of estimated value provided by the City Assessor.

Background

City staff followed City ordinance regarding the sale of surplus land, including publicizing the sale. The City received one official offer to purchase from Dylan & Sarah Delagrave, owners of Del's Service Center. The City Assessor provided an estimated value of the property of $180,000-211,000. The offer from Del's Service Center originally was for $211,000, and they agreed to compliance with the design standards in the International Business Park covenants. The Council approved the sale of this property to Sarah & Dylan Delagrave at the Dec 2024 meeting.

Prior to Jan 1, 2024, this parcel was divided into 2 parcels. They were combined as part of this sale. Thus, legislation from 2023 regarding this sale refer to 2 parcels.

Fiscal Impact

$30,000 less than the formerly approved $211,000. Thus once sale has been finalized, and if this legislation is approved, this will result in $180,000 to the General Fund

Staff Recommendation

Approval

Agenda Item 24-0518 (Julie Emslie)

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

General Location

This parcel is adjacent to the International Business Park on the southeast corner. It is in City District 2.

Background Information

The Council approved the sale of this property to Sarah & Dylan Delagrave at the December 2024 meeting for $211,000. Prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property. A letter from the Delagrave's General Contractor, DBS group, is attached to this legislation. This letter outlines the level of correction that is needed, and costs associated with this correction.

Due to the corrections needed, the Delagraves have requested a lowered sale price of $180,000 and an extension to their construction timeline. $180,000 is within the range of estimated value provided by the City Assessor.

Recommendation of Other Boards and Commissions

This will be reviewed by the Board of Public Works at the April 29, 2024, meeting.

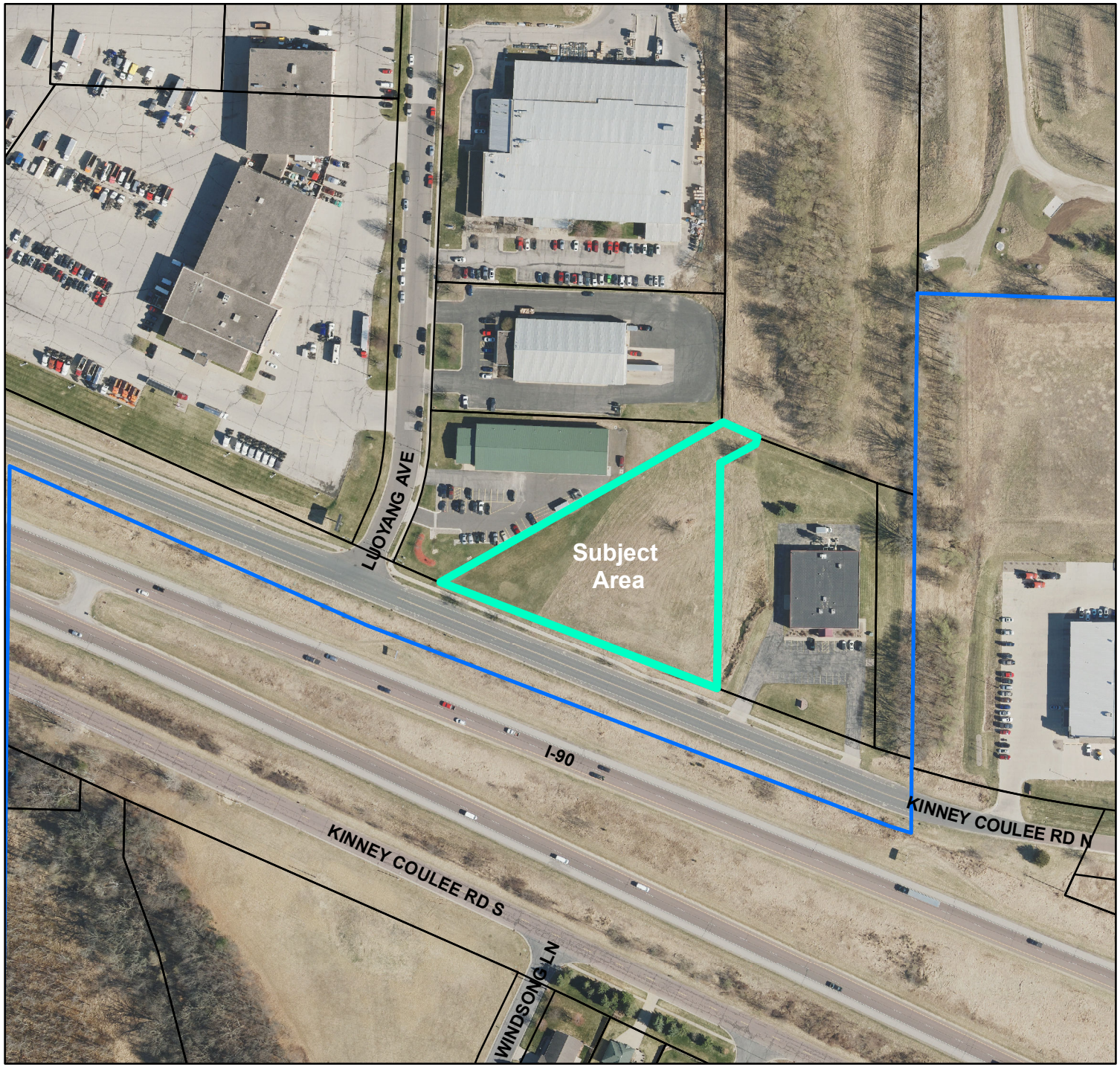
Consistency with Adopted Comprehensive Plan

Although not included in the boundary of the International Business Park, this parcel is identified in district D-6, International Business Park in the Comprehensive Plan. Development in the industrial/business parks is encouraged in the Comprehensive Plan and this proposed use would be complementary to this area.

Staff Recommendation

Approval

Routing F&P 5.2.24



BASIC ZONING DISTRICTS

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- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

0 100 200 400 Feet

City of La Crosse Planning Department - 2024

PC 24-0518

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

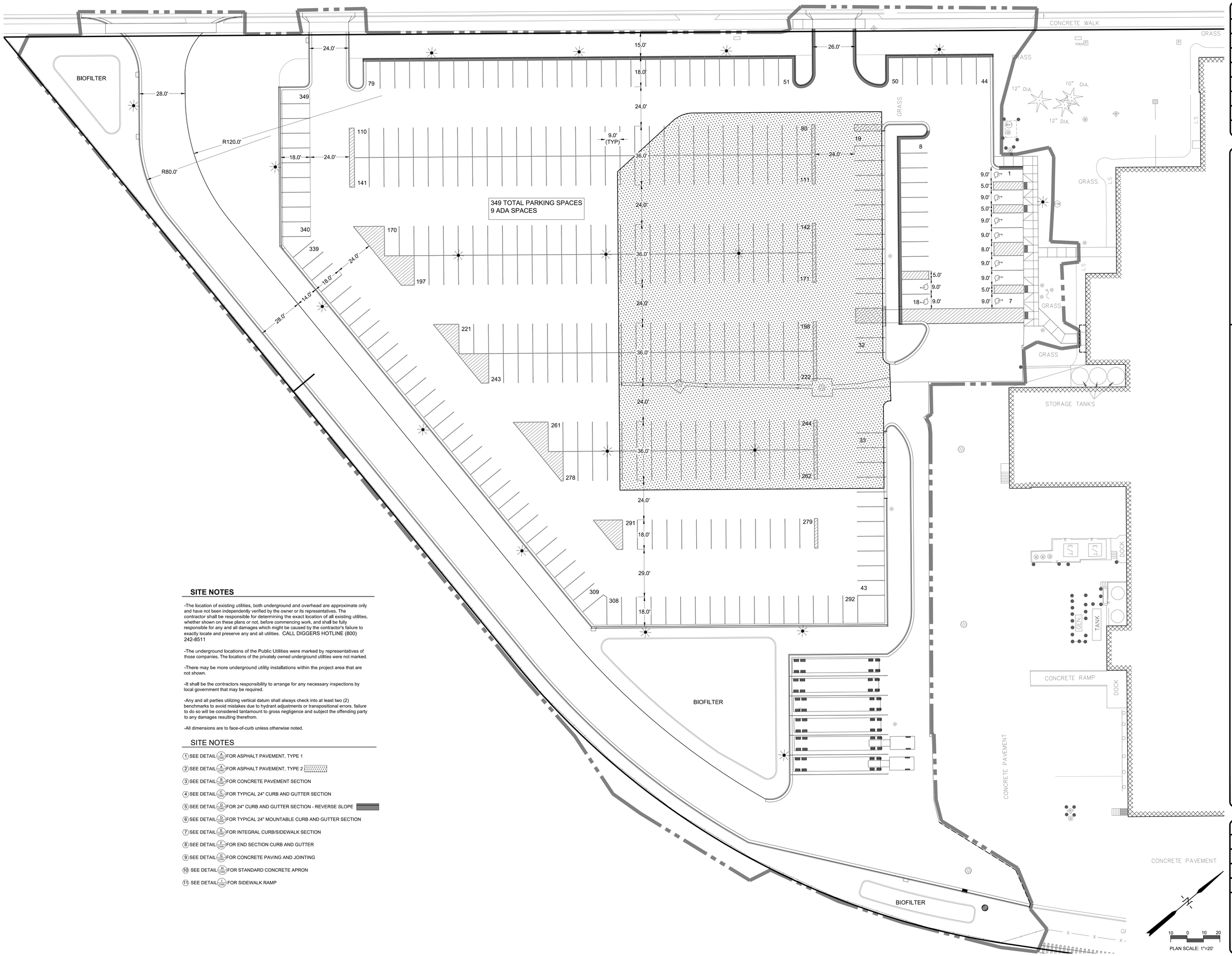
Text File

File Number: 24-0582

Agenda Date: 4/29/2024 **Version:** 2 **Status:** Agenda Ready

In Control: City Plan Commission **File Type:** Review of Plans

Agenda Number:



SITE NOTES

-The location of existing utilities, both underground and overhead are approximate only and have not been independently verified by the owner or its representatives. The contractor shall be responsible for determining the exact location of all existing utilities, whether shown on these plans or not, before commencing work, and shall be fully responsible for any and all damages which might be caused by the contractor's failure to exactly locate and preserve any and all utilities. CALL DIGGERS HOTLINE (800) 242-8511

-The underground locations of the Public Utilities were marked by representatives of those companies. The locations of the privately owned underground utilities were not marked.

-There may be more underground utility installations within the project area that are not shown.

-It shall be the contractors responsibility to arrange for any necessary inspections by local government that may be required.

-Any and all parties utilizing vertical datum shall always check into at least two (2) benchmarks to avoid mistakes due to hydrant adjustments or transpositional errors. failure to do so will be considered tantamount to gross negligence and subject the offending party to any damages resulting therefrom.

-All dimensions are to face-of-curb unless otherwise noted.

SITE NOTES

1. SEE DETAIL A/C100 FOR ASPHALT PAVEMENT, TYPE 1
2. SEE DETAIL A/C100 FOR ASPHALT PAVEMENT, TYPE 2
3. SEE DETAIL B/C100 FOR CONCRETE PAVEMENT SECTION
4. SEE DETAIL C/C100 FOR TYPICAL 24" CURB AND GUTTER SECTION
5. SEE DETAIL D/C100 FOR 24" CURB AND GUTTER SECTION - REVERSE SLOPE
6. SEE DETAIL D/C100 FOR TYPICAL 24" MOUNTABLE CURB AND GUTTER SECTION
7. SEE DETAIL E/C100 FOR INTEGRAL CURB/SIDEWALK SECTION
8. SEE DETAIL F/C100 FOR END SECTION CURB AND GUTTER
9. SEE DETAIL G/C100 FOR CONCRETE PAVING AND JOINTING
10. SEE DETAIL H/C100 FOR STANDARD CONCRETE APRON
11. SEE DETAIL I/C100 FOR SIDEWALK RAMP

REVISIONS	BY

PARAGON ASSOCIATES
Environmental Design & Consulting
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE · SURVEYING
632 COPELAND AVENUE · LA CROSSE, WI 54603
Tel.608.781.3110 Fax.608.781.3197 Paragon-Assoc.biz

GREAT LAKES CHEESE FACILITY
2200 ENTERPRISE AVENUE
LA CROSSE, WISCONSIN

SITE PLAN

DRAWN	C.G.
PROJECT No	23-086
DATE	01/23/24
SCALE	1"=30'
CAD FILE	GREAT LAKES CHEESE
SHEET	C100

PLAN SCALE: 1"=20'

REVISIONS	BY

PARAGON ASSOCIATES
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GREAT LAKES CHEESE FACILITY

2200 ENTERPRISE AVENUE
LA CROSSE, WISCONSIN

TOPOGRAPHIC SITE MAP

DRAWN	D.WIG.
PROJECT No	9-14
DATE	9-14-15
SCALE	1"=30'
CAD FILE	GREAT LAKES CHEESE
SHEET	S1

S1

LEGEND

○	SET 3/4" x 18" IRON BAR (1.5 LBS/LIN FT)
✕	3/8" DRILL HOLE MONUMENT
●	FOUND 1 1/2" IRON PIPE (UNLESS NOTED)
( )	RECORDED AS BEARINGS AND/OR DISTANCES
FF	FLOOR ELEVATION
✳	SPOT ELEVATION
x 682.94	
C/O	CLEAN OUT
CMP	CORRUGATED METAL PIPE
E/T	ELECTRICAL TRANSFORMER (OR BOX)
IB	IRON BAR
IP	IRON PIPE
I.E.	INVERT ELEVATION
TNH	TOP NUT HYDRANT
	PLATTED OR RIGHT OF WAY LINES
	SECTION OR QUARTER LINE
	UTILITY EASEMENT
SAN	SANITARY SEWER MANHOLE
SAN	SANITARY SEWER LINE
STM	STORM SEWER MANHOLE
STM	STORM SEWER LINE
	CATCH BASIN
	CURB INLET
W	WATER LINE
	HYDRANT
	WATER MANHOLE
	WATER VALVE
	CURB STOP
	AIR CONDITIONER
	UTILITY PEDESTAL
FO	UNDERGROUND FIBER OPTIC
UGG	UNDERGROUND GAS
	GAS VALVE
	GAS METER
UGE	UNDERGROUND ELECTRIC
UGT	UNDERGROUND TELEPHONE
	TELEPHONE MANHOLE
TV	UNDERGROUND TELEVISION
OE	OVERHEAD UTILITY LINES
	LIGHT POLE
	UTILITY POLE
	UTILITY POLE W/GUY WIRE
	SIGNS
X	CHAIN LINK FENCE (UNLESS NOTED)
	CONIFEROUS TREE
	DECIDUOUS TREE
	SHRUB

NOTES

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-THE UNDERGROUND LOCATION OF THE PUBLIC UTILITIES WERE MARKED BY UNDERGROUND AND OVERHEAD, ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND FOR AVOIDING ANY DAMAGE THERETO. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ALL UTILITIES. THERE MAY BE UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA, THAT ARE NOT SHOWN.
CALL DIGGERS HOT LINE (800) 242-8511

-ELEVATION ARE BASED ON LA CROSSE COUNTY GPS HARN POINT LA CROSSE ELEVATION = 716.19 (NAVD88 DATUM)

DESCRIPTION

PART OF LOTS 12, 13 AND 14 OF THE LA CROSSE INTERSTATE INDUSTRIAL PARK ADDITION TO THE CITY OF LA CROSSE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, BEGINNING AT THE NORTHEAST CORNER OF LOT 10 OF SAID ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID LOT 10 AND THE SOUTHERLY EXTENSION THEREOF, S39°35'45"W 439.42 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ENTERPRISE AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE N39°38'45"E 783.64 FEET TO THE WEST CORNER OF A PARCEL OF LAND CONVEYED IN DOCUMENT NUMBER 1796247; THENCE S50°25'36"E 494.58 FEET TO SAID PARCEL; 1) S50°19'07"E 506.09 FEET; 2) S54°23'37"E 177.21 FEET; THENCE S48°25'36"W 471.20 FEET TO THE BEGINNING OF A 477.46' FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CURVE 344.32 FEET, SAID CURVE HAVING A CHORD BEARS S69°14'56"W 344.38 FEET; THENCE N89°20'27"W 215.49 FEET; THENCE N00°05'E 1,178.81 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11.68 ACRES SUBJECT TO EASEMENTS SHOWN ON MAP AS WELL AS ALL OTHER EASEMENTS OR RESTRICTIONS, IMPLIED OR RECORDED.

BASIS FOR BEARINGS
THE SOUTHERLY RIGHT-OF-WAY LINE OF ENTERPRISE AVENUE, ASSUMED TO BEAR AS SHOWN (LA CROSSE COUNTY COORDINATE SYSTEM).

SCALE: 1"=30'

Agenda Item 24-0582 (Julie Emslie/Tim Acklin)

Review of parking lot improvements at 2150 Enterprise Ave in the Interstate Industrial Park (Great Lakes Cheese).

General Location

Interstate Industrial Park. Council District #2

Background Information

The applicant, Great Lakes Cheese, is proposing parking lot improvements which entails adding approximately 63,000 sq ft to the current area dedicated to parking on their property. The rationale for additional parking is to accommodate GLC's projected growth in the coming years. They have plans for expansion on this site in the next 5-10 years, including employee growth across their three shifts. This parking expansion will allow for that employee growth and accommodate parking needs during overlapping shift changes.

Recommendation of Other Boards and Commissions

N/A

Consistency with Adopted Comprehensive Plan

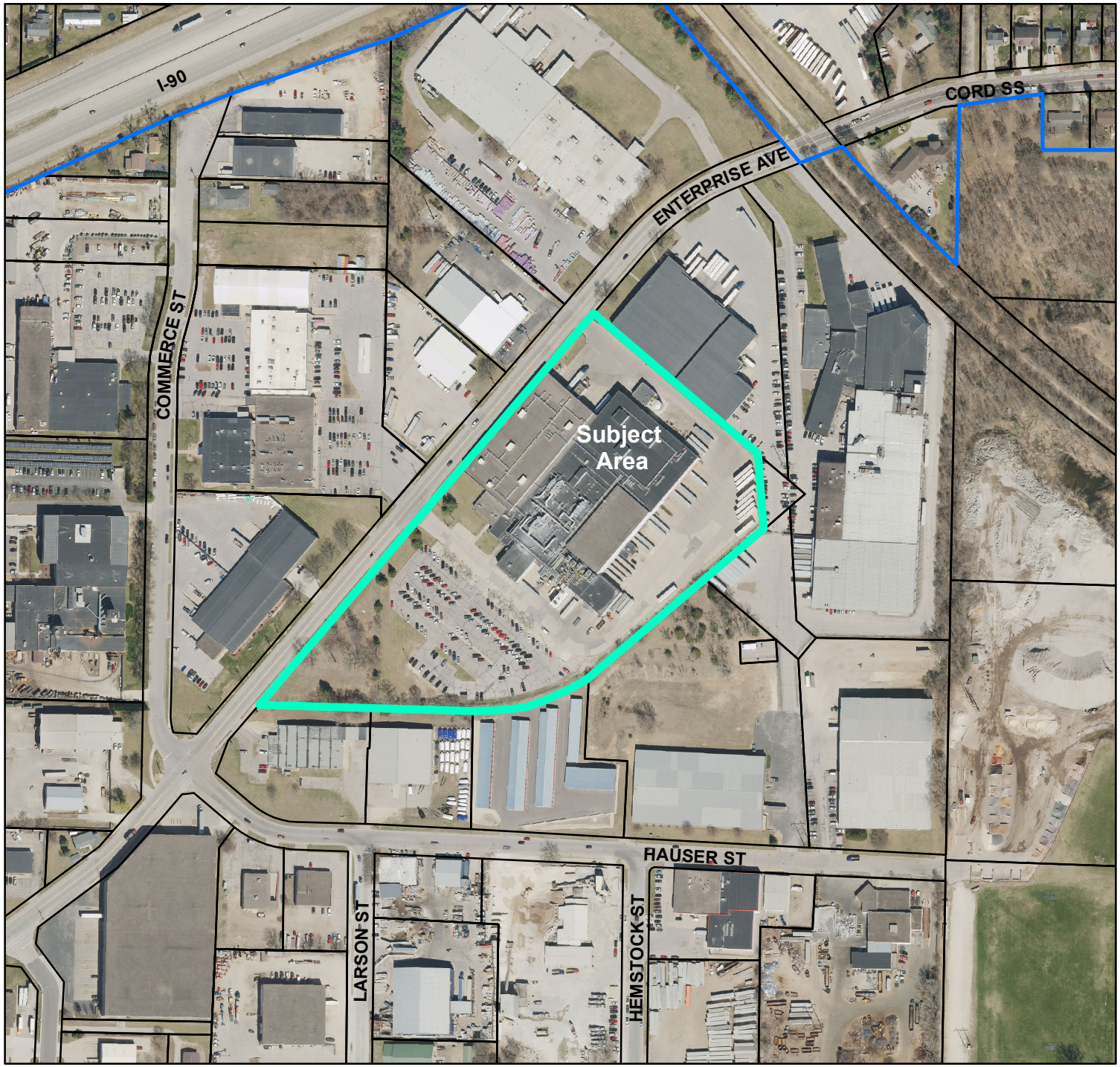
This parcel is a part of district D-5, Industrial District. Support for expansion and development or are local manufacturing businesses are an objective in the Comprehensive Plan.

Staff Recommendation

The proposed plans meet the restrictive covenants for the Interstate Industrial Park and are recommended for **approval**.

Routing

CPC only



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0 160 320 640 Feet

City of La Crosse Planning Department - 2024

PC 24-0582