
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Settlement Agreement and Mutual Release (“**Agreement**”) is made on January 8, 2026 (“**Effective Date**”), by and between:

**City of La Crosse, Wisconsin (“City”), and
Pettibone Park Resort, LLC, and related parties (“Pettibone”).**

The **City** and **Pettibone** may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The Parties participated in a mediation held on January 8, 2026, relating to disputes arising out of the lease and compliance matters involving Pettibone Park Resort. In attendance on behalf of the City of La Crosse was Attorney Stephen F. Matty, Attorney Phillip J. Addis, Jason Odegaard, Jared Flick and Brenda Buddenhagen. In attendant on behalf of Pettibone Park Resort, LLC, was Attorney Peter J. Curran, Mark Pretasky and Kristin Pretasky.

B. The City asserted claims for unpaid amounts, interest, fees, and other alleged defaults under the lease, as more fully summarized in materials prepared for mediation.

Summary for Mediation

C. Pettibone disputes the City’s claims and denies any wrongdoing or liability.

D. Without any admission of fault or liability by any Party, the Parties desire to resolve the disputed matters fully and finally, subject to approval by the La Crosse City Council, and to avoid the expense, uncertainty, and distraction of further dispute.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

1. SETTLEMENT PAYMENT

A. **Payment Amount.** Pettibone shall pay the City the total sum of Thirty Thousand Dollars (\$30,000.00) (“**Settlement Payment**”).

B. **Timing of Payment.** The Settlement Payment shall be made within ten (10) days after formal approval of this Agreement by the La Crosse City Council.

C. Form of Payment. Payment shall be made by certified check, wire transfer, or other method acceptable to the City. The funds shall be made payable to the City Treasurer.

2. CONDITION PRECEDENT – CITY COUNCIL APPROVAL

This Agreement is expressly contingent upon approval by the La Crosse City Council. If City Council approval is not obtained, this Agreement shall be null and void and shall have no force or effect. This mediation and agreement may not be used as evidence in any action if this agreement is not approved.

3. NO ADMISSION OF LIABILITY

This Agreement is a compromise of disputed claims. Neither the execution of this Agreement nor the payment described herein shall constitute, or be construed as, an admission of liability, fault, wrongdoing, or violation of law by Pettibone or by the City.

4. RELEASE OF CLAIMS

A. City Release. Upon receipt of the Settlement Payment, the City releases Pettibone from any and all claims, demands, or causes of action asserted or that could have been asserted based on the matters described in the mediation materials and addressed through the mediation conducted on January 8, 2026, up to the Effective Date.

B. Pettibone Release. Pettibone releases the City from any and all claims, demands, or causes of action arising out of or related to the same matters addressed in the mediation, up to the Effective Date.

C. Prospective Obligations Not Waived. This Agreement does not waive or release any obligations arising after the Effective Date under applicable law or any existing agreements between the Parties.

5. PERMITTED DISCLOSURES

The City may disclose this Agreement as required by Wisconsin public records law or as necessary for governmental approval and administration.

6. AUTHORITY

Each Party represents that it has full authority to enter into this Agreement, subject in the case of the City, to City Council approval, and that the individuals signing below are authorized to bind their respective Parties.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

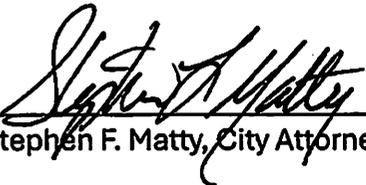
8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter addressed herein and supersedes all prior negotiations, discussions, or proposals related thereto.

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

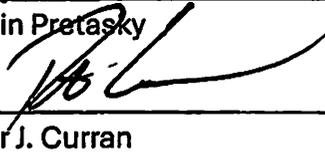
CITY OF LA CROSSE

BY: 
Stephen F. Matty, City Attorney

PETTIBONE PARK RESORT, LLC.

BY: 
Mark Pretasky

BY: 
Kristin Pretasky

BY: 
Peter J. Curran