

SECOND AMENDMENT TO THE DURATECH DEVELOPMENT AGREEMENT

This Second Amendment to the Duratech Development Agreement (hereafter "Amendment") is made by and among the **City of La Crosse, Wisconsin**, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("City"), and **Commercial Properties Partners, LLC**, a Wisconsin Limited Liability Company with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("Owner") and **DuraTech Industries, Inc.**, a Wisconsin corporation with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("Tenant"). The Owner and Tenant are collectively referred to herein as ("**Developer**").

WITNESSETH:

Whereas, the parties entered into a Duratech Development Agreement which was recorded with the Register of Deeds on June 13, 2017, which was amended with the First Amendment to the Duratech Development Agreement recorded with the Register of Deeds on August 20, 2020, and

Whereas, the Development Agreement provided for the creation of tax base and helped stabilize the business during the economic impact of the pandemic, as well as the potential reimbursement of certain development incentives of the Developer, and

Whereas, the parties mutually agree that the development agreement should be terminated.

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

1. Section 8.13 is hereby amended to read as follows:

8.13. Termination. Except for Section 2.10 (Indemnity), 2.13 (Record Retention), and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate on September 1, 2022. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations), and Section 8.9 (Conflict of Interest) hereto.

2. **Execution of Amendment.** Developer shall sign, execute and deliver this Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this Amendment to be received by the City within said time period shall render the Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Amendment, the City shall sign and execute the Amendment.

5. **Authority to Sign.** The person signing this Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and

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Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Furthermore, it is noted that the records should be kept in a secure and accessible format. Regular backups are recommended to prevent data loss in the event of a system failure or disaster.

In addition, the document highlights the need for consistent data entry. Standardized formats and codes should be used throughout the system to avoid confusion and errors. This consistency is crucial for generating accurate reports and analytics.

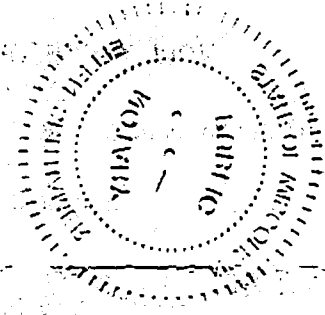
Finally, it is stressed that all users should be trained on the correct procedures for data management. This includes understanding the importance of confidentiality and the proper handling of sensitive information.

The second section of the document focuses on the implementation of data security measures. It outlines the various risks associated with data breaches, such as financial loss, reputational damage, and legal consequences.

To mitigate these risks, several key strategies are proposed. These include the use of strong passwords, multi-factor authentication, and regular security audits. Additionally, data encryption is recommended for all sensitive information stored in the system.

Another important aspect of data security is access control. It is essential to ensure that only authorized personnel have access to the data. This can be achieved through the implementation of role-based access control (RBAC) and strict user permissions.

The document also discusses the importance of incident response planning. A clear plan should be in place to handle any security incidents, including the steps to be taken to contain the breach and notify the appropriate authorities.



The third section of the document addresses the issue of data privacy. It discusses the rights of individuals regarding their personal information and the obligations of organizations to protect this data.

Key principles of data privacy include transparency, consent, and data minimization. Organizations should clearly communicate how they collect, use, and share personal data, and obtain explicit consent from individuals before processing their information.

Additionally, the document emphasizes the importance of data retention policies. Organizations should define how long they will keep personal data and establish a process for securely deleting it once the retention period has expired.

Finally, it is noted that data privacy is an ongoing process. Organizations should regularly review and update their policies and procedures to stay compliant with the latest regulations and best practices.

In conclusion, the document provides a comprehensive overview of the key aspects of data management, security, and privacy. It serves as a guide for organizations looking to optimize their data practices and protect their valuable information assets.

9.9.22

complete authority to bind Developer, on whose behalf the person is executing this Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this 6 day of Dec, 2022.

DEVELOPER: Commercial Properties Partners, LLC

BY: _____

Justin Pretesky

DEVELOPER: DuraTech Industries, Inc.

BY: _____

Peter L. Johnson

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this 6 day of Dec, 2022, the above-named Justin Pretesky & Peter Johnson, the managing members of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ellen Seithamer
Notary Public - State of Wisconsin
My Commission 3/28/25

CITY OF LA CROSSE, WISCONSIN: (SEAL)

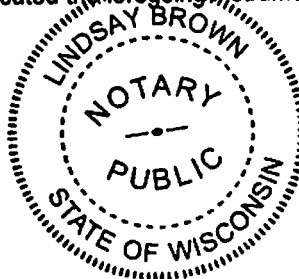
Mitch Reynolds
Mitch Reynolds, Mayor

Sandra Craig
~~Nikki Eisen, City Clerk, Deputy (sic)~~
Sandra Craig

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this 3 day of Jan, ~~2022~~ ^{2023 sic}, the above named Mitch Reynolds, Mayor, and ~~Nikki Eisen~~ ^{Sandra Craig} Deputy ~~Eisen~~ ^(sic) City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Melany Brown
Notary Public - State of Wisconsin
My Commission 08/25/2025



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

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