

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED GUNDERSEN LUTHERAN
DEVELOPMENT AGREEMENT**

This First Amendment to the Amended and Restated Gundersen Lutheran 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 **Gundersen Lutheran Administrative Services, Inc.**, a Wisconsin nonprofit corporation, located at 1900 South Avenue, La Crosse, WI 54601, individually and as agent for **Gundersen Clinic, Ltd.**, a Wisconsin nonprofit corporation and multi-specialty group practice with its principal offices at 1836 South Avenue, La Crosse, WI 54601, and **Gundersen Lutheran Medical Center, Inc.**, a Wisconsin nonprofit corporation and tertiary hospital with its principal offices at 1910 South Avenue, La Crosse, WI, 54601, (collectively referred to as "**Developer**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, on May 24, 2012, the parties entered into an Amended and Restated Gundersen Lutheran Development Agreement (the "Development Agreement") to reclaim surface parking, eliminate blight, increase tax base through mixed uses, alleviate traffic congestion, maintain the character of the City's neighborhoods and retain jobs within the City of La Crosse;

Whereas, the Development Agreement provided for the construction and development of a hotel and restaurant as well as the potential reimbursement of certain development incentives of the Developer;

Whereas, the parties wish to set forth in this Amendment their respective commitments, understandings, rights and obligations; and

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. Land Affected. The parties acknowledge that the Amendment will encompass and/or affect the following real property:

See attached **Exhibit I** and certain public streets and rights-of-way serving the same.

2. Development Incentive. Section 3.1(d) of the Development Agreement allows the Developer to coordinate and recover a development incentive subject to certain conditions and City approval. The Developer has requested and the City agrees to reimburse the development incentive through TID #14 in accordance with the Development Agreement. To that end, the Developer shall provide to the City, at no cost, documentation in form and substance acceptable to the City's Director of Finance, to calculate and confirm the maximum development incentive applicable under the Development Agreement. The parties agree that the development incentive shall be repaid through the tax increment from the Base Development Amount and Additional Gundersen Campus Development in Excess of Base Development Property. Cash grant payments generated from the Base

Development Amount and Additional Gundersen Campus Development in Excess of the Base Development Property shall first be allocated to the cash grants identified in Sections 3.1(a) and 3.1(b) of the Development Agreement and then secondarily to the development incentive.

3. Additional Gundersen Campus Development in Excess of Base Development Property.

Section 3.1(b) of the Development Agreement allows the Developer to receive certain cash grants from potential hotel and restaurant development projects. Section 2.1(a) of the Development Agreement provides that the Developer shall commence construction within 36 months after completion of the Joint Plan. The Developer has requested and the City agrees to adjust this timeframe and pay said cash grants in accordance with the Development Agreement. The hotel project shall commence in 2016. The restaurant project shall commence no later than in 2017. The substantial completion date for the hotel and restaurant projects shall be December 31, 2017.

4. Illustrative Example.

An updated illustrative example of the repayment of the Monetary Obligation and development incentive is attached as **Exhibit J**, which shall update the previous **Exhibit E** of the Development Agreement.

4. Other Provisions.

Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement, and all exhibits thereto shall remain unchanged and in full force and effect.

5. 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.

6. 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 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 ___ day of _____, 2016.

**DEVELOPER: Gundersen Lutheran Administrative Services, Inc.
Gundersen Clinic, Ltd.
Gundersen Lutheran Medical Center, Inc.**

BY: _____

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

Personally came before me this ____ day of ____, 2016, the above-named _____, the _____ of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My Commission _____

CITY OF LA CROSSE, WISCONSIN: (SEAL)

Timothy Kabat, Mayor

Countersigned:

Teri Lehrke, City Clerk

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

Personally came before me this ____ day of ____, 2016, the above named Timothy Kabat, Mayor, and Teri Lehrke, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

Notary Public - State of Wisconsin
My Commission _____

This Document Was Drafted By:
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