

FIRST AMENDMENT TO THE AGREEMENT
CONCERNING PAYMENT FOR
MUNICIPAL SERVICES

This First Amendment to the Agreement Concerning Payment for Municipal Services (the "First Amendment") is entered into as of the ____ day of _____, 2021 by and between the **City of La Crosse**, a Wisconsin municipal corporation (the "City") and **The La Crosse Performing Arts Center, Inc.**, a Wisconsin corporation (the "Owner").

RECITALS

A. The Parties entered into an Agreement Concerning Payment for Municipal Services on Feb. 12, 2015 and recorded in Document No. 1652330 on February 24, 2015 (the "Agreement").

B. The Owner has requested the City waive payments for Valuation Year 2020 due to the current pandemic, which has caused financial hardship.

NOW, THEREFORE, in consideration of the recitals and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Waiver. The City shall waive Owner's payments for Valuation Year 2020. Owner shall continue payments commencing with Valuation year 2021.
2. Access to Records. Owner shall keep, or cause to be kept, full, complete and proper books, records and accounts of all income and expenses derived from any operations, membership, events, advertising related in any way to its operations or use of the Property. Such books, records and accounts, including any sales tax reports shall at all reasonable times, be open to inspection of the City, City's auditor or other authorized representative or agent at no cost to the City or City's agents.
3. Other Provisions. Except as described herein, all other terms, conditions, covenants and promises of the Agreement, and all exhibits thereto shall remain unchanged and in full force and effect.
4. Execution of Amendment. Owner shall sign, execute and deliver this First 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. Owner's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After Owner has signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.

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Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

5. Authority to Sign. The persons signing this First Amendment on behalf of Owner 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 Owner, on whose behalf the person is executing this First Amendment. Owner assumes full responsibility and holds the City harmless for any actions taken by the City in reliance upon the above representation. Further, Owner agrees to indemnify the City against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City resulting from or arising out of any such action, including reasonable attorney fees and legal expenses.

IN WITNESS, the parties to this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this ____ day of _____, 2021.

La Crosse Performing Arts Center, Inc.

City of La Crosse

By: _____

By: _____

Timothy Kabat, Mayor

Print Name: _____

Its: _____

By: _____

Nikki Elsen, Interim City Clerk

Subscribed and sworn before me
this ____ day of _____, 2021

Subscribed and sworn before me
this ____ day of _____, 2021

Notary Public, State of _____
My Commission: _____

Notary Public, State of _____
My Commission: _____