



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final

### Finance & Personnel Committee

---

Thursday, November 14, 2024

5:30 PM

Council Chambers  
City Hall, First Floor

---

#### Special Meeting

This meeting is open for in-person attendance and will also be available through video conferencing. The meeting can be viewed (no participation) by visiting the Legislative Information Center Meetings calendar (<https://cityoflacrosse.legistar.com/Calendar.aspx>) - find the scheduled meeting and click on the "In Progress" video link to the far right in the meeting list.

Public comment is limited to agenda items; statements shall be restricted to the subject matter. If you wish to speak on an agenda item, please register in advance:

- Register online at <https://www.cityoflacrosse.org/city-services/meeting-registration>
- Contact the City Clerk's Office no later than 4:00p on the day of the meeting, with the following information: name, municipality of residence, if you are representing an organization or a person other than yourself at the meeting, and if you are speaking in favor, opposition or neutral.
- Sign up in person no less than ten (10) minutes before the start of the meeting.

If attending virtual and you wish to speak, contact the City Clerk's Office and we will provide you with the information necessary to join the meeting. Call 608-789-7510 or email [cityclerk@cityoflacrosse.org](mailto:cityclerk@cityoflacrosse.org).

*Public hearings shall be limited to 30 minutes when there are opposing viewpoints from the public. In the absence of opposing viewpoints, public hearings are limited to 15 minutes. Individual speakers shall speak no more than three (3) minutes unless waived by the Chair or a majority of the committee.*

*Members of the public who would like to provide written comments on any agenda may do so by emailing [cityclerk@cityoflacrosse.org](mailto:cityclerk@cityoflacrosse.org), using a drop box outside of City Hall or mailing to City Clerk, 400 La Crosse Street, La Crosse WI 54601.*

#### Call To Order

#### Roll Call

#### Agenda Items:

[24-1387](#)

Resolution approving the Wisconsin Department of Employee Trust Funds (ETF) and Securian for a voluntary employee paid accident insurance plan, effective January 1, 2025.

**Sponsors:** Reynolds

*Short-circuited by Mayor Reynolds on 11/8/2024.*

[24-1469](#) Resolution approving EPA Community Grant Partnership agreement between Habitat for Humanity for the Greater La Crosse and the City of La Crosse.

***Sponsors:*** Reynolds

*Short-circuited by Mayor Reynolds on 11/11/2024.*

[24-1468](#) Resolution approving Assignment of Lease and Estoppel Certificate on behalf of Riverstone Hospitality, LLC for property located at 200 Pearl Street, formerly Holiday Inn Express.

***Sponsors:*** Kahlow

*Special meeting per Sec. 2-34 La Crosse Municipal Code*

## 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](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

### **Finance & Personnel Members:**

**Doug Happel, Larry Sleznikow, Erin Goggin, Barb Janssen, Rebecca Schwarz, Mark Neumann**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-1387

---

**Agenda Date:** 11/14/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving Wisconsin Department of Employee Trust Funds (ETF) and Securian for a voluntary employee paid Accident Insurance plan, effective January 1, 2025.

RESOLUTION

WHEREAS Resolution #15-0633 authorized the Human Resources Department to seek proposals for employee paid worksite voluntary benefits, and

WHEREAS the proposals for voluntary accident insurance have been reviewed, and

WHEREAS it is the recommendation of the Director of Human Resources to select the Wisconsin Department of Employee Trust Funds (ETF) and Securian for an employee paid voluntary accident insurance plan, and

WHEREAS the City will provide administrative services only for the voluntary accident insurance plan, and

WHEREAS the eligible employees that enroll for such plan pay 100% of the premium, and

WHEREAS the employee premiums for such benefit would be as defined on the enrollment form for coverage.

NOW, THEREFORE BE IT RESOLVED that the Director of Human Resources and Director of Finance are hereby authorized to secure services with the Wisconsin Department of Employee Trust Funds (ETF) and Securian to be effective January 1, 2025.

## Accident insurance

You don't plan on it, but you can plan for it!



Provides a lump-sum cash payment after an accident to help with expenses such as copays, deductibles or everyday living expenses.



## Here's how it works



### Accident insurance claim example

You enroll in accident insurance. Ten months later, you fall off a ladder. The cash benefits from your injury can be used to help with medical costs that your health insurance plan might not cover, giving you the flexibility to spend the money on things such as deductibles, co-pays, child care or a dog sitter.\*


✓ Employee accident insurance	Benefit
Broken lower leg	\$1,000
Broken wrist	\$500
Emergency room treatment	\$150
Ambulance	\$250
Hospital stay (2 days)	\$1,400
<b>Securian Financial pays you</b>	<b>\$3,300</b>

\*Actual experience and benefit payouts may vary from this example.

### Key benefits of accident insurance

- ✓ No medical questions or health exam
- ✓ Covers your spouse and/or children
- ✓ Take your coverage with you if you leave your job

# Choose your accident insurance plan

 Cash payment in the event of a covered injury.

## Injuries

Benefit	
<b>Burns (2nd degree)</b>	
Less than 10% of body	\$200
Between 10 and 20% of body	\$500
20% or more of body	\$1,000
<b>Burns (3rd degree)</b>	
Less than 10% of body	\$2,000
Between 10 and 20% of body	\$5,000
20% or more of body	\$10,000
<b>Child organized sports injury</b>	\$200
<b>Concussion</b>	\$300
<b>Dislocation (surgical)</b>	
Hip/thigh	\$4,000
Knee	\$2,000
Foot	\$1,600
Ankle	\$1,600
Hand	\$800
Wrist	\$1,200
Lower jaw	\$800
Shoulder	\$800
Collarbone	\$800
Ribs	\$800
Elbow	\$800
Finger	\$200
Toe	\$200
Non-surgical (% of surgical benefit)	50%
Partial (% of non-surgical benefit)	25%
<b>Eye injury</b>	
With surgery	\$300
Removal of foreign object	\$75
<b>Fracture (surgical)</b>	
Skull – depressed	\$6,000
Hip/thigh	\$4,000
Skull – non-depressed	\$4,000
Pelvis	\$3,000
Sternum	\$3,000
Vertebral body	\$2,000

## Injuries

Benefit	
<b>Fracture (surgical)</b>	
Lower leg	\$2,000
Shoulder blade	\$2,000
Upper arm	\$1,400
Facial excluding lower jaw	\$1,400
Foot	\$1,000
Ankle	\$1,000
Kneecap	\$1,000
Forearm	\$1,000
Hand or wrist (except fingers)	\$1,000
Lower jaw	\$1,000
Ribs	\$1,000
Vertebral processes	\$800
Collarbone	\$600
Coccyx	\$400
Finger	\$200
Toe	\$200
Nose	\$200
Non-Surgical (% of surgical benefit)	50%
Chip (% of non-surgical benefit)	25%
<b>Lacerations</b>	
With stitches or staples	\$200
Without stitches or staples	\$50
<b>Paralysis</b>	
Quadriplegia	\$10,000
Paraplegia	\$5,000
Hemiplegia	\$5,000
Uniplegia	\$2,500

### Emergency care

Benefit	
<b>Ambulance</b>	
Ground or water	\$250
Air	\$750
<b>Blood, plasma or platelets transfusion</b>	\$300
<b>Emergency dental</b>	
Crown	\$200
Extraction	\$100
<b>Emergency room treatment</b>	\$150
<b>Initial physician's office visit</b>	\$75

### Hospital care

<b>Coma</b>	\$10,000	
<b>Diagnostic testing</b>	\$100	
<b>X-ray</b>	\$100	
<b>Hospital stay</b>	Non-ICU	ICU
Initial benefit	\$1,000	\$1,000
Daily benefit	\$200	\$400

### Accidental death and dismemberment\*

Employee	\$100,000
Spouse	\$50,000
Child(ren)	\$25,000

### Surgery

Benefit	
<b>Abdominal, pelvic</b>	\$750
<b>Cranial</b>	\$750
<b>Knee cartilage</b>	
Open	\$500
Arthroscopic	\$250
<b>Ruptured disc</b>	\$500
<b>Tendon, ligament or rotator cuff</b>	
Open	\$500
Arthroscopic	\$250
<b>Thoracic</b>	\$750

### Follow-up care

<b>Appliances</b>	\$100
<b>Follow-up physician's office visit</b>	\$75
<b>Prosthetics</b>	
One	\$500
Two or more	\$500
<b>Transportation</b>	\$300 per visit
<b>Rehabilitative therapy</b>	\$300 lump sum

### Support care

<b>Adult companion lodging</b>	\$100 per day
--------------------------------	---------------

\*Age reductions begin at age 65 for employee and spouse. At age 65 to 75%; at age 70 to 50%.

## Accident insurance monthly cost

### Low plan

<b>Employee only</b>	\$4.38
<b>Employee and spouse</b>	\$6.26
<b>Employee and child</b>	\$8.44
<b>Employee and family</b>	\$12.32

Rates are subject to change.

# We're here to help

## Accident insurance questions?

Visit [www.LifeBenefits.com/plandesign/WIETF](http://www.LifeBenefits.com/plandesign/WIETF), talk to your HR/Payroll Specialist or give Securian a call at 866-295-8690 or email your questions to us [madisonbranch@securian.com](mailto:madisonbranch@securian.com)

## Learn more

Learn how accident insurance can help protect your wallet when the unexpected happens.

Visit [Lifebenefits.com/videos/ai](http://Lifebenefits.com/videos/ai)

# Additional benefits

## Identity theft recovery services from Generali Global Assistance

The time burden and personal stress caused by identity theft can be lessened by having an advocate providing advice and handling certain administrative tasks to resolve issues. The program includes prevention services, detection services, resolution guidance and assistance, cash advance while traveling and more.

Visit [www.us.generaliglobalassistance.com](http://www.us.generaliglobalassistance.com), email [idtheft@europassistance-usa.com](mailto:idtheft@europassistance-usa.com) or call 1-866-893-8508 in the U.S. and Canada (+1-202-659-7816 outside the U.S. and Canada)

## Ready to enroll?

It's quick and easy to enroll without answering health questions or a doctor's exam.

### You can enroll:

- ✓ Within 30 days of initial eligibility period (when you first become benefits eligible)
- ✓ During your annual enrollment window
- ✓ Within 60 days of a birth, adoption or placement for adoption
- ✓ Within 30 days of other qualified family status changes



To enroll contact  
your HR/Payroll  
specialist

---



# FAQ

## Q Is accident insurance worth it?

A Definitely. That's because many families discover coverage gaps when the unexpected happens. Of course, everyone's financial situation is different. But this benefit can help ensure you're protected when life throws a curve ball – adding an extra layer of financial protection to the health insurance you already have.

## Q Can I take this coverage with me if I leave my employer?

A If you leave your employer for any reason, including retirement, you can elect portability, which continues coverage until age 70. Portability rates are the same as active employees but are subject to change.

## Q Who is eligible for coverage?

- A
- You – all active employees who are WRS eligible.
  - Your spouse. Employee must elect coverage in order to elect spouse coverage.
  - Your child(ren) from live birth to age 26. Employee must elect coverage in order to elect child coverage.

Please note that your spouse cannot receive coverage as both an employee and dependent, and a child cannot be covered by more than one parent, if you are both employees.

## Q Do the benefit payouts have to be used a certain way?

A Accident insurance provides a lump-sum payment directly to you – regardless of income, expenses incurred or other insurance coverage. You can use the money any way you want.

## Q Can I add coverage anytime?

A You can only elect this coverage as a new hire, during annual enrollment or at the time of a qualified status change.

## Q How do I file a claim?

A Visit [securian.com/benefits](https://www.securian.com/benefits)

- Select "Employer" under "Report a new claim"
- Select "Start a new claim"
- Answer all questions to the best of your ability

## Q Where can I find specific coverage details and what qualifies as an accident?

A You can find all policy details in your certificate of insurance. An accident is defined in the policy as an act or event that is:

1. unintended, unexpected and unforeseen; and
2. directly results in bodily injury to the insured.

## Q Is there a limit to the number of benefit payments I can receive for the same covered benefit?

A Some covered benefits include limitations on the number of benefit payments payable per insured per covered accident and per year. Additional information can be found in the certificate of insurance.

## Q Is there a limit to the number of separate benefits I can qualify for per accident?

A There is no limit on the number of separate benefits you can qualify for as a result of the same covered accident. In addition, there are no lifetime benefit maximums.

## Q Is there a limit to the number of accidents that may qualify for a benefit in a year?

A There's no limit to the number of accidents that can qualify for a benefit. However, some benefits included in the policy have limits on the number of benefits that can be paid on a per-accident or per-year basis, which varies by the covered condition.

# Exclusions and limitations

## Accident insurance

### Are there any other exclusions that apply?

Yes. In no event will we pay benefits where the insured's accident, injury or loss is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

1. self-inflicted injury, self-destruction or autoeroticism, whether sane or insane;
2. suicide or attempted suicide, whether sane or insane;
3. an insured's participation in, or attempt to commit, a crime, assault, felony or any illegal activity, regardless of any legal proceedings thereto;
4. bodily or mental infirmity, illness, disease or infection, other than infection occurring simultaneously with, and as a direct and independent result of, the injury;
5. the use of alcohol;
6. the use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
7. motor vehicle collision or accident where the insured is the operator of the motor vehicle and the insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto;
8. medical or surgical treatment or diagnostic procedures including any resulting complications, or when the outcome is not as planned or expected, including claims of medical malpractice;
9. travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft;
10. war or any act of war, whether declared or undeclared;
11. participation in the following activities: scuba diving, bungee jumping, base jumping, hang gliding, sail gliding, parasailing, parakiting or mountain climbing;
12. riding or driving in any motor-driven vehicle in a race, stunt show or speed test;
13. practicing for or participating in any semi-professional or professional competitive athletics; or
14. repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

### Are there any additional limitations that apply?

Yes. Benefits are not payable for any care, treatment or diagnostic measures that were received outside of the United States or a United States territory.

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information. This presentation provides general information to the recipient. Securian Life cannot provide legal or tax advice with respect to ERISA; COBRA; Health Savings Account (HSA) laws, rules or regulations, any applicable tax laws, rules or regulation; or any other applicable federal or state laws, rules or regulation. Any questions regarding these topics should be directed to your legal and tax advisors. Group accident insurance is issued by Securian Life Insurance Company, a New York authorized insurer headquartered in St. Paul, MN.

Product availability and features may vary by state.

This product is offered under policy form series 15-32400.

**This policy provides limited benefits.** This policy has exclusions, limitations, terms under which the policy may be continued in force or discontinued. This is a summary of plan provisions related to the insurance policy issued by Securian Life. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage. All elections or increases are subject to the actively at work requirement of the policy.

Services provided by Generali Global Assistance are their sole responsibility. The services are not affiliated with Securian or its group contracts and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing the services. To learn more, visit the provider websites.





# Enroll today!

With today's high health care costs, accident costs can derail just about any budget.

Adding an extra layer of financial protection through the State of Wisconsin benefit program is a smart and cost-effective way to protect you from life's unplanned events.

Securian Financial is the marketing name for Securian Financial Group, Inc., and its subsidiaries. Securian Life Insurance Company is a subsidiary of Securian Financial Group, Inc.



INSURANCE  
INVESTMENTS  
RETIREMENT

[securian.com](https://www.securian.com)

400 Robert Street North, St. Paul, MN 55101-2098  
©2021 Securian Financial Group, Inc. All rights reserved.

F69465-27 Rev 9-2021 DOFU 7-2020  
1220566



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR  
LA CROSSE

24-1387

November 8, 2024

I hereby approve the submitting of the attached Legislation “Resolution approving the Wisconsin Department of Employee Trust Funds (ETF) and Securian for a voluntary employee paid accident insurance plan, effective January 1, 2025” to be considered at the Finance and Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

---

Mayor Mitch Reynolds



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-1469

---

**Agenda Date:** 11/14/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving EPA Community Grant Partnership agreement between Habitat for Humanity for the Greater La Crosse and the City of La Crosse.

RESOLUTION

WHEREAS, Environmental Protection Agency (EPA) Community Change Grants utilize approximately \$2 billion dollars in federal Inflation Reduction Act (IRA) funds in environmental and climate justice activities to benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges and;

WHEREAS, the City of La Crosse (Statutory Partner) desires to enter into a partnership agreement with Habitat for Humanity for the Greater La Crosse Region (Lead Applicant) in order to implement significant climate mitigation strategies in critical areas of the City and;

WHEREAS, this agreement between the City of La Crosse and Habitat for Humanity for the Greater La Crosse Region creates a contractual partnership that will lead to addressing significant portions of the city's adopted climate action plan with \$9,348,781.00 of funding through the EPA Community Change Grants and;

WHEREAS, if awarded, the agreement will lead to immense sustainability improvements with significant amount of staff costs offset through the 3-year life of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City of La Crosse to enter and execute grant agreements with Habitat for Humanity for the Greater La Crosse Region.

BE IT FURTHER RESOLVED that City of La Crosse staff are hereby authorized to effectuate this resolution.





# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

## EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made and entered into this 6th day of November, 2024 (the "Effective Date"). The Partners in this Agreement are as follows:

The Lead Applicant is Habitat for Humanity of the Greater La Crosse Region ("Habitat").

The Statutory Partner is City of La Crosse, Wisconsin a Wisconsin Municipal Corporation ("City").

The Partners of this Agreement agree to the following:

- I. The Partners are executing this document to create a Partnership. This Partnership will be known as *ReNew La Crosse* (the "Partnership").
- II. THE PARTNERSHIP
  1. The Partners wish to become partners for the purpose of the Environmental Protection Agency (EPA) Community Change Grant (CCG).
  2. The terms and conditions of their Partnership will be outlined in this Agreement.
  3. If the Agreement is executed, the Partnership will be in effect upon notification of receipt of the award.
  4. The Partnership can only be terminated as outlined in this Agreement.
  5. The Partnership's primary place of business will be 3181 Berlin Drive, La Crosse WI 54601
  6. The Partnership will be governed under the laws of the State of Wisconsin.
  7. The Partnership's primary purpose is the execution of the proposed grant application titled *ReNew La Crosse*.
  8. The Partners agree to follow all Statutory Partnership Requirements as outlined on Exhibit A attached hereto.

As Lead Applicant, Habitat is responsible for:

1. The overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to the Statutory Partner and Collaborating Entities as outlined in the proposed application budget, the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs,
2. Compliance, legal issues, and managing risks associated with the project.

3. If the City cannot perform for some unforeseen reason under the terms of this agreement, the City will assign all rights and obligations to another comparable Statutory Partner to ensure successful grant project completion within 3 years. Replacement may be necessary for various reasons including, but not limited to, performance issues. The replacement Statutory Partner will require prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6) and Statutory Partner will provide assistance in finding a replacement with due haste.
4. If the proposed application is selected for award, to enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance that contains terms and conditions, including those listed above.

### III. DISPUTES

1. Should any dispute arise or the emergence of unforeseen circumstances impeding the project's progress, the Partners agree to participate in good faith in a resolution process.
2. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

### IV. CONTRIBUTIONS

If awarded, the Partners intend to make contribution to the Partnership as follows:

Habitat:

No monetary contributions are anticipated to be made in addition to the grant funds. Habitat will oversee all construction operations on private properties associated with the following strategies as detailed in the proposed grant application titled *ReNew La Crosse*

- ❖ *Pollution Reduction Strategy: Indoor Air Quality and Community Health Improvements as detailed in the Work Plan Narrative, and*
- ❖ *Climate Action Strategy 1: Green Infrastructure and Nature-Based Solutions as detailed in the Work Plan Narrative, and*
- ❖ *Climate Action Strategy 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings as detailed in the Work Plan Narrative, and*

Habitat will oversee the compliance and completion of any subawards associated with the following strategies as detailed in the proposed grant application titled *ReNew La Crosse*

❖ *Climate Action Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants as detailed in the Work Plan Narrative.*

City:

No monetary contributions are anticipated to be made in addition to the grant funds. The City will oversee all construction operations on public property associated with the following strategies detailed in the proposed grant application titled *ReNew La Crosse*

❖ *Pollution Reduction Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience as detailed in the Work Plan Narrative, and*

❖ *Climate Action Strategy 1: Green Infrastructure and Nature-Based Solutions as detailed in the Work Plan Narrative.* COSTS

The Partners will share programmatic costs consistent with the application budget submitted for the EPA Community Change Grant program and any EPA approved revisions.

#### V. ACCOUNTING

1. All accounts related to the Partnership including but not limited to distribution accounts will be audited upon agreement of both Partners.
2. Both Partners will maintain individual accounts for both the receipt and distribution of funds. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Partners will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs
3. Each Partner will be responsible for their own tax filings.
4. Accounting records will be kept on a modified accrual basis.
5. The fiscal year for all financial reporting purposes related to the Partnership will be complete on December 31st each year. All Partners will present a full annual accounting based on generally accepted accounting principles and including but not limited to; all monies received, all expenses incurred, and any and all assets and/or liabilities related to the Partnership, this Agreement, or any of the work performed as part of the scope defined in project documents submitted as part of the CCG application. This information on the state of the Partnership shall be

provided to the Partners within sixty (60) days of the completion of each fiscal year.

VI. NEW PARTNERS

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of both Partners. The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of both Partners. The Partners acknowledge that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

IX. END OF THE PARTNERSHIP

1. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
  - a. When City is replaced under the procedure listed in Section VIII of this agreement.
  - b. When the CCG is completed as determined by EPA. Or when EPA project completion deadline of three (3) years post award has been reached
  - c. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
  - d. When the Partnership is informed that their resubmitted application is rejected.
2. The Partners agree to be bound by the terms of the Agreement and agree that the Partners have received due consideration for entering into this contract.

Lead Applicant:

---

Kahya Fox, Executive Director, Habitat for Humanity of the Greater La Crosse Region  
Date Signed:

---

—

Statutory Partner:

---

Mitch Reynolds, Mayor, City of La Crosse, Wisconsin

Date Signed:

---

—

## Exhibit A.

### Statutory Partnership Requirements and Collaborating Entities

The Statutory Partnership application is comprised of a Lead Applicant (an eligible Community-Based Organization (CBO), Federally recognized Tribe, local government, or institution of higher education) who enters into a Partnership Agreement with a Statutory Partner (which is another eligible entity – a CBO, Federally recognized Tribe, local government, or institution of higher education) to carry out the grant activities if the application is selected for funding. If the application is selected for award, the Lead Applicant will enter into a subaward with the Statutory Partner that must contain the elements of the Partnership Agreement in Appendix B. The Lead Applicant must include a copy of a written and signed Partnership Agreement with their application to be eligible for funding consideration.

To ensure effective grant performance to meet the objectives of the Community Change Grants outlined in Section I, subawards from the Lead Applicant to other entities to implement and perform specific grant project activities identified in the application will be necessary. These other entities, including the Statutory Partners, are collectively referred to as Collaborating Entities in the Notice of Funding Opportunity (NOFO). Given the community centered focus of the Community Change Grants, applications that do not include Collaborating Entities will likely not score well during the evaluation process. Collaborating Entities may include Statutory Partners (CBOs, Federally-recognized Tribes, local governments, and institutions of higher education) and entities that cannot legally be Statutory Partners (e.g., states, territorial governments, and international organizations). However, for-profit firms and individual consultants or other commercial service providers cannot be Collaborating Entities. Subawards made by the Lead Applicant and Collaborating Entities to implement the project strategies and activities under the application must be made consistent with the grant regulations at 2 CFR 200.331 and as permitted in Appendix A of the EPA Subaward Policy.

If selected for award, the Lead Applicant will become the grantee, operating as a pass-through entity for purposes of 2 CFR Part 200 and the EPA Subaward Policy, and taking responsibility for making subawards to Collaborating Entities. The Lead Applicant will also be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant (including the subawards it makes under the grant, and contracts to consultants and procurement contractors selected in accordance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 as well as EPA's 40 CFR Part 33 Disadvantaged Business Enterprise rule). Additionally, as provided in 2 CFR § 200.332, the Collaborating Entities, and other subrecipients, will be accountable to the Lead Applicant for proper use of EPA funding. Note that pursuant to 2 CFR § 200.332(a)(2), as implemented in Items 2 and 4 of EPA's Establishing and

Managing Subawards General Term and Condition, successful Lead Applicants in the Statutory Partnership must ensure that the terms and conditions of the grant agreement “flow down” to all subrecipients in the subawards. EPA has developed an optional template for subaward agreements, available in Appendix D of the EPA Subaward Policy.

As noted above, Collaborating Entities cannot include for-profit procurement contractors or individual consultants who may be involved in project performance but who receive procurement awards made in compliance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 and 40 CFR Part 33. Further information on procurement and distinguishing between subawards and procurement transactions can be found in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements and in EPA Subaward Policy.





OFFICE OF THE MAYOR  
LA CROSSE

24-1469

November 11, 2024

I hereby approve the submitting of the attached Legislation “Resolution requesting approval of the EPA Community Change Grant Partnership Agreement between Habitat for Humanity for the Greater La Crosse Region and the City of La Crosse” to be considered at the Finance and Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

---

Mayor Mitch Reynolds



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-1468

---

**Agenda Date:** 11/14/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Amended Resolution approving Assignment of Lease and Estoppel Certificate on behalf of Riverstone Hospitality, LLC for property located at 200 Pearl Street, formerly Holiday Inn Express.

#### AMENDED RESOLUTION

WHEREAS, Riverstone Hospitality, LLC. is purchasing the property located at 200 Pearl Street and has requested that the Assignment of Leases for the parking spaces at the Jay Street Ramp and for the skywalk between the Jay Street ramp and the property at 200 Pearl Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Assignment of Leases from Pearl Street Enterprises, Inc. to Riverstone Hospitality, LLC for the lease of parking spaces in the Jay Street parking ramp, a copy of which is attached.

BE IT FURTHER RESOLVED that it hereby conditionally approves authorizes the Mayor and City Clerk to sign the Estoppel Certificate with regard to the Jay Street Parking Ramp Lease and the Skywalk Lease with Riverstone Hospitality, LLC. upon the following conditions occurring within the next five business days after adoption:

- Obtaining signature of the unmodified Assignment of Lease, Collateral Assignment of Lease and Estoppel.

BE IT FURTHER RESOLVED that if the conditions precedent do not occur, this resolution is null and void.

BE IT FURTHER RESOLVED that City staff is authorized to take any and all steps necessary to effectuate this resolution.

Resolution approving Assignment of Lease and Estoppel Certificate on behalf of Riverstone Hospitality, LLC for property located at 200 Pearl Street, formerly Holiday Inn Express.

RESOLUTION

WHEREAS, Riverstone Hospitality, LLC. is purchasing the property located at 200 Pearl Street and has requested that the Assignment of Leases for the parking spaces at the Jay Street Ramp and for the skywalk between the Jay Street ramp and the property at 200 Pearl Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Assignment of Leases from Pearl Street Enterprises, Inc. to Riverstone Hospitality, LLC for the lease of parking spaces in the Jay Street parking ramp, a copy of which is attached.

BE IT FURTHER RESOLVED that it hereby approves authorizes the Mayor and City Clerk to sign the Estoppel Certificate with regard to the Jay Street Parking Ramp Lease and the Skywalk Lease with Riverstone Hospitality, LLC.

BE IT FURTHER RESOLVED that City staff is authorized to take any and all steps necessary to effectuate this resolution. Yt6r5

## ESTOPPEL CERTIFICATE

This Estoppel Certificate is made and entered into as of this 11<sup>th</sup> date of November, 2024, by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation (the "**Landlord**" or "**City**"), **Pearl Street Enterprise, Inc.**, a Wisconsin corporation (the "**Tenant**"), and **Riverstone Hospitality LLC**, a Wisconsin limited liability company (the "**Buyer**").

Whereas, the City owns real estate in the City of La Crosse, Wisconsin, (the "**Property**").

Whereas, the City entered into a certain Lease dated November 13, 1997 (the "**Parking Ramp Lease**") with Great Lakes Hospitality Corp. for the lease of parking spaces at the Jay Street parking ramp.

Whereas, a Memorandum of Lease concerning the Parking Ramp Lease was recorded in the office of the Register of Deeds for La Crosse County, Wisconsin in Volume 1212 of Records at pages 584 through 588 as Document No. 1186870.

Whereas, the Parking Ramp Lease was assigned to Tenant pursuant to Assignments of Parking Ramp Leases recorded on April 13, 2004 as Document Nos. 1390341 and 10390342.

Whereas, the City entered into a certain Lease dated as February 12, 1998 (the "**Skywalk Lease**") with La Crosse Hotel LLC for the lease of space for a skywalk between the Jay Street parking ramp and the Property.

Whereas, the Skywalk Lease was recorded on March 12, 1998 at the Register of Deeds for La Crosse County, Wisconsin in Volume 1226 of Records, at pages 450 through 457, as Document No. 1192064.

Whereas, the Skywalk Lease was assigned to Tenant pursuant to an Assignment of Skywalk Lease, which was recorded on April 13, 2004 as Document No. 1390340.

Whereas, Tenant desires to assign the Parking Ramp Lease and the Skywalk Lease (collectively, the "**Leases**") to Buyer.

Now, therefore, the Landlord and Tenant represent as follows:

1. The Leases are in full force and effect.
2. As of the date hereof, Tenant is occupying on a current basis for all of the premises to the Leases. No rentals or other amounts are accrued and unpaid under the Leases.
3. Tenant has accepted possession of the premises, and all of Landlord's obligations with respect thereto have been completed, including, without limitation, completion of construction thereof (and all other improvements required under the Leases) in accordance with the Leases,

and the payment by Landlord of any contribution towards work to be performed by Tenant under the Leases.

4. Landlord and Tenant acknowledge that the initial term of the Parking Ramp Lease commenced on June 1, 1998 and is scheduled to expire sixty (60) years after commencement.

5. Tenant has no option to renew or extend the lease term, except as set forth in the Leases. Tenant has no option or right to purchase the Property or any part thereof.

6. No default or event that with the passage of time or notice would constitute a default (a "Default") on the part of Tenant exists under the Leases in the performance of the terms, covenants and conditions of the Leases required to be performed on the part of Tenant.

7. No Default on the part of Landlord exists under the Leases in the performance of the terms, covenants and conditions of the Leases required to be performed on the part of Landlord.

8. Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Leases and/or the premises to the Leases, or any part thereof.

9. There have been no promises or representations made to Tenant by Landlord concerning the Leases or the premises to the Leases not contained in the Leases.

10. Neither the Lease nor any obligations of Tenant thereunder have been guaranteed by any person or entity, except as follows (if none, so state): \_\_\_\_\_.

11. Tenant has no defense as to its obligations under the Leases and asserts no setoff, claim or counterclaim against Landlord.

12. The agreements contained herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties to this Estoppel Certificate.

13. The undersigned are authorized to execute this Estoppel Certificate on behalf of parties they represent.

City of La Crosse, a Wisconsin municipal corporation

By: \_\_\_\_\_

Name: Mitch Reynolds

Its: Mayor

By: \_\_\_\_\_

Name: Nikki Elsen

Its: City Clerk

Pearl Street Enterprise, Inc., a Wisconsin corporation  
Ronald G. Brown Revocable Trust dated  
November 15, 2022, Shareholder

By: \_\_\_\_\_  
Name: Tara Brown  
Its: President and Trustee

Riverstone Hospitality LLC, a Wisconsin limited  
liability company

By: \_\_\_\_\_  
Name: Jaymin Patel  
Its: Authorized Member

**ASSIGNMENT OF LEASES**

PLEASE RETURN TO:

Mack Law Group  
1363 Shermer, Suite 210  
Northbrook, Illinois 60062  
Attention: Charles Mack, Esq.

**Tax Parcel No.:** 17-20016-015

**Common Address:** 200 Pearl  
Street, La Crosse, WI

**THIS PAGE IS PART OF A LEGAL DOCUMENT – DO NOT REMOVE**



## ASSIGNMENT OF LEASES

This ASSIGNMENT OF LEASES ("Assignment") is made as of the \_\_\_ day of November, 2024 (the "Effective Date"), by and between (i) Pearl Street Enterprise, Inc. a Wisconsin corporation ("Assignor"), and (ii) Riverstone Hospitality LLC, a Wisconsin limited liability company ("Assignee"), (collectively, the "Parties" and individually, "Party").

### R E C I T A L S:

WHEREAS, by Purchase and Sale Agreement between Assignor and Assignee, dated as of September 16, 2024 (the "Purchase Agreement"), Assignor agreed to sell to Assignee certain real property and the improvements located thereon commonly known as 200 Pearl Street, La Crosse, Wisconsin (the "Property") as more particularly described in the Purchase Agreement. The legal description of the Property is attached as Exhibit A;

WHEREAS, the Purchase Agreement provides, inter alia, that Assignor shall assign certain leases and Assignee shall assume all of the obligations of Assignor under such leases, and that Assignor and Assignee shall enter into this Assignment;

WHEREAS, Assignor, as tenant and the City of La Crosse, a Wisconsin municipal corporation, as landlord, are parties to that certain lease dated as of November 13, 1997 ("Parking Ramp Lease") for the lease of parking spaces at the Jay Street parking ramp. A Memorandum of Lease was recorded in the office of the Register of Deeds for La Crosse County, Wisconsin in Volume 1212 of Records at pages 584 through 588 as Document Number 1186870. The legal description of the parking ramp is attached as Exhibit B. The Parking Ramp Lease was previously assigned to the Assignor on April 1, 2004 pursuant to an Assignments of Parking Ramp Lease recorded on April 13, 2004 in the Register of Deeds of La Crosse County Wisconsin as Document Numbers 1390341 and 1390342;

WHEREAS, Assignor, as tenant and the City of La Crosse, as landlord, are parties to that certain lease dated as of February 12, 1998 ("Skywalk Lease") for the lease of space for a skywalk between a Jay Street parking ramp and the Property. A Memorandum of Lease was recorded in the office of the Register of Deeds for La Crosse County Wisconsin in Volume 1226 of Records, at pages 450 through 457, as Document Number 1192064 (partial lease recorded). The legal description of the skywalk premises is attached as Exhibit C. The Skywalk Lease was previously assigned to the Assignor on April 1, 2004 pursuant to an Assignment of Skywalk Lease recorded on April 13, 2004 in the Register of Deeds of La Crosse County Wisconsin as Document Number 1390340; and

WHEREAS, the City of La Crosse has consented to the assignment of the Parking Ramp Lease and the Skywalk Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

A G R E E M E N T:

1. **Assignment and Assumption.** Assignor hereby assigns, sets over and transfers to Assignee, and Assignee hereby assumes, all of Assignor's interest as lessee pursuant to the Parking Ramp Lease and the Skywalk Lease ("Leases"), and Assignor's right, title and interest to all money, negotiable instruments and other security deposited under a Lease in effect on the Effective Date.
  
2. **AS IS.** Assignor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Leases. Assignee accepts the Leases on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.
  
3. **Mutual Indemnity.** Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of landlord obligations under the Leases arising from and accruing on or after the date hereof. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any landlord obligations under the Leases to the extent accruing prior to the date hereof and during Assignor's period of ownership, except to the extent such cost, liability, damage or expense has been expressly assumed by Assignee.
  
4. **Governing Law.** This Assignment and all transactions hereunder shall be governed by the laws of the State of Wisconsin.
  
5. **Counterparts.** This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

**[Signature page immediately follows ]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Leases effective as of this \_\_\_\_ day of November, 2024.

ASSIGNOR:

Pearl Street Enterprise, Inc. a Wisconsin corporation

Ronald G. Brown Revocable Trust dated November 15, 2022, Shareholder

By: \_\_\_\_\_

Name: Tara Brown

Its: President and Trustee

ASSIGNEE:

Riverstone Hospitality LLC, a Wisconsin limited liability company

By: \_\_\_\_\_

Name: Jaymin Patel

Its: Authorized Member \*\*

\*\* If Jaymin is signing as Authorized Representative, we will require an affidavit or resolution by the other members authorizing such

The City of La Crosse agrees to and approves of the assignment of the Parking Ramp Lease and the Skywalk Lease, each as more fully described above.

City of La Crosse, a Wisconsin municipal corporation

By: \_\_\_\_\_

Name: Mitch Reynolds

Its: Mayor

By: \_\_\_\_\_

Name: Nikki Elsen

Its: City Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tara Brown, Trustee of the Ronald G. Brown Revocable Trust dated November 15, 2022, as President and Shareholder of Pearl Street Enterprise, Inc., a Wisconsin corporation, who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_ day of November 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jaymin Patel, as authorized member of Riverstone Hospitality LLC, a Wisconsin limited liability company, who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

*We will require an affidavit or consent resolution signed by the other members authorizing such*

Given under my hand and official seal this \_\_\_\_ day of November 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mitch Reynolds, as Mayor and Nikki Elsen as Clerk of City of La Crosse, a Wisconsin municipal corporation, who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_ day of November 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Description of the Property

Common address: 200 Pearl St, La Crosse, WI 54601

Tax Key No. 17-20016-015

#### PARCEL A

Lots 1, 2 and 3 and part of Lots 4 and 5 in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Northwest corner of said Lot 1; thence South  $26^{\circ} 55' 09''$  West, along the East right of way line of Second Street, 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continue along said East line, 72.04 feet, along the arc of said curve, the chord of which bears South  $21^{\circ} 11' 32.5''$  West 71.91 feet; thence North  $89^{\circ} 49' 46''$  East 161.30 feet to the East line of said Lot 4; thence North  $26^{\circ} 59' 47''$  East along the East line of said Lots 4, 3, 2 and 1, a distance of 188.19 feet to the South right of way line of Pearl Street; thence North  $64^{\circ} 06' 26''$  West along said South right of way line 151.06 feet to the point of beginning.

Part of the SW 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being a portion of vacated Pearl Street, described as follows: Commencing at the Northwest corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse; thence Easterly along the South right of way line of Pearl Street, 151.06 feet; thence continue along said line, 0.52 feet to the front face of a concrete curb and the point of beginning of this description: Thence Northerly, along said concrete curb; thence Westerly along the concrete curb face, 1.03 feet to the Northeast corner of said concrete curb face, 35.0 feet, more or less, to the Northwest corner of said concrete curb; thence Southerly along the concrete curve, 0.85 feet to the South right of way line of Pearl Street; thence Easterly along said right of way line 35.0 feet, more or less, to the point of beginning.

Part of the SW 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being that part of the vacated alley in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse, described as follows: Beginning at the Northeast corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse; thence Easterly along the South right of way line of Pearl Street, 0.52 feet to the face of a concrete curb; thence Southwesterly, along said curb face and continuing along a building wall and brick wall, 191.0 feet, more or less, to the Southeast corner of said brick wall; thence Northwesterly along the face of said brick wall, 0.44 feet, more or less, to the West line of said alley; thence Northeasterly along said West line 191.0 feet, more or less, to the point of beginning.

Part of the SW 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being a portion of vacated 2nd Street between Pearl Street and Jay Street, described as follows: Commencing at the Northwest corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse; thence Southwesterly along the East right of way line of

2nd Street, 259.43 feet, more or less, to the North line of a public way; thence Easterly along said North line (and a building wall) to the Southeast corner of the building and the point of beginning of this description: Thence continue Easterly along said North line to the West line of a platted alley in Block 21 of the Original Plat of the Town of La Crosse, now in the City of La Crosse; thence Southwesterly along said West line of the alley, 3.0 feet, more or less, to the Southern end of a brick wall; thence Northwesterly 5.0 feet, more or less, to the Southeast corner of the building and the point of beginning.

#### PARCEL B

A leasehold interest pursuant to Lease dated February 12, 1998 and recorded on March 12, 1998 in Volume 1226 of Records, Page 450, as Document No. 1192064, which was affected by Assignment of Skywalk Lease dated April 1, 2004, and recorded on April 13, 2004 as Document No. 1390340 in a skywalk corridor, approximately 12 1/2 feet in height, the bottom of which is at an elevation of approximately 11 feet over an existing alley, over a strip of land 14 feet in width, 7 feet either side of the following described centerline: Part of Lot 4 and Part of Lot 5 in Block 21 of the Original Plat of the Town of La Crosse, and part of Lot 1 in Block 7 of Dunn, Dousman & Camerons Addition, located in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Commencing at the Northwest corner of Lot 1 of said Original Plat, being also the Northwest corner of the parcel described in Volume 1212 of Records, Page 589, as Document No. 1186871; thence along the West line of said parcel, and along the East right of way line of Second Street, South 26° 55' 09" West 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continuing along said West line, and along said East right of way line, 72.04 feet along the arc of said curve, the chord of which bears South 21° 11' 32.5" West 71.91 feet to the Southwest corner of said parcel described in Volume 1212 of Records, Page 589, as Document No. 1186871; thence along the South line thereof, North 89° 49' 46" East 64.42 feet to the point of beginning: Thence South 00° 10' 14" East 25 feet, more or less, to the face of the North wall of the existing parking garage and there terminating. Also included are areas required for all of the supporting fixtures or structures, such as the two vertical girders supporting the skywalk at or near the North wall of the ramp generally as delineated in the building plans dated December 31, 1997, prepared by Design II Architects, Ltd. Project Number 91625, sheets A-1 and A-2.

#### PARCEL C

A leasehold interest pursuant to a Memorandum of Lease, dated November 13, 1997, recorded on December 17, 1997 in Volume 1212 of Records, Page 584, as Document No. 1186870, which was affected by Assignment of Parking Ramp Lease, dated April 1, 2004, and recorded on April 13, 2004, as Document No. 1390341 and by Assignment of Parking Ramp Lease, dated April 1, 2004, and recorded on April 13, 2004, as Document No. 1390342 in a portion of Jay Street Parking Ramp, said parking ramp being located on a parcel of land located in the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, also being Lot 3, Lot 4, Lot 5 and Lot 6, and part of Lot 2 and part of Lot 1 in Block 7 of Dunn, Dousman and Camerons Addition to the City of La Crosse.

Subject to Easement For Air Rights, and the terms and conditions thereof to City of La Crosse, dated February 20, 2006, and recorded on March 7, 2006, as Document No. 1444284

## **Exhibit B**

### **Legal Description of Parking Ramp**

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of la Crosse, La Crosse County, Wisconsin, also being Lot 3, Lot 4, Lot 5 and Lot 6, and part of Lot 2 and part of Lot 1 in Block 7 of Dunn, Dousman and Camerons Addition to the City of La Crosse



## Exhibit C

### Legal Description of Skywalk

A. The Skywalk corridor, approximately 12 1/2 feet in height, the bottom of which is at an elevation of approximately 11 feet over an existing alley, over a strip of land 14 feet in width, 7 feet either side of the following described centerline: Part of Lot 4 and Part of Lot 5 in Block 21 of the Original Plat of the Town of La Crosse, and part of Lot 1 in Block 7 of Dunn, Dousman & Camerons Addition, located in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Commencing at the Northwest corner of Lot 1 of said Original Plat, being also the Northwest corner of the parcel described in Volume 1212 of Records, Page 589, as Document No. 1186871; thence along the West line of said parcel, and along the East right of way line of Second Street, South 26° 55' 09" West 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continuing along said West line, and along said East right of way line, 72.04 feet along the arc of said curve, the chord of which bears South 21° 11' 32.5" West 71.91 feet to the Southwest corner of said parcel described in Volume 1212 of Records, Page 589, as Document No. 1186871; thence along the South line thereof, North 89° 49' 46" East 64.42 feet to the point of beginning: Thence South 00° 10' 14" East 25 feet, more or less, to the face of the North wall of the existing parking garage and there terminating. Also included are areas required for all of the supporting fixtures or structures, such as the two vertical girders supporting the skywalk at or near the North wall of the ramp generally as delineated in the building plans dated December 31, 1997, prepared by Design II Architects, Ltd. Project Number 91625, sheets A-1 and A-2

**COLLATERAL ASSIGNMENT OF  
LEASE AND ESTOPPEL  
CERTIFICATE**

Document Number

Document Title

Legal Description of Property Being Affected:

**SEE EXHIBITS A & B FOR LEGAL DESCRIPTION**

Recording Area

Name and Return Address

Citizens State Bank of La Crosse  
620 Main Street  
La Crosse, WI 54601

17-20016-015

Parcel Identification Number

This transaction is fee exempt and exempt from the filing of a transfer return under Wis. Stat. §77.21(1).

**Drafted By:**

Attorney Andrew R. Bosshard  
Bosshard Parke Ltd.  
P.O. Box 966  
La Crosse, WI 54602-0966

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document .

## COLLATERAL ASSIGNMENT OF LEASE AND ESTOPPEL CERTIFICATE

THIS COLLATERAL ASSIGNMENT OF LEASE AND ESTOPPEL CERTIFICATE (this "Agreement"), is made and entered into as of the \_\_\_\_ day of November, 2024, by and among the City of La Crosse, Wisconsin, a Wisconsin municipal corporation (the "LANDLORD"), RIVERSTONE HOSPITALITY LLC, a Wisconsin limited liability company (the "TENANT"), and CITIZENS STATE BANK OF LA CROSSE, a financial institution (the "LENDER"); and

WITNESSETH:

WHEREAS, the LANDLORD holds fee title to certain real estate located in the City of La Crosse, County of La Crosse, State of Wisconsin, as legally described on Exhibit A attached hereto and hereby made a part hereof (the "Premises"); and

WHEREAS, pursuant to that certain Lease dated November 13, 1997 (the "Parking Lease"), between the LANDLORD and Great Lakes Hospitality Corp., a Wisconsin corporation (which Lease was assigned to Pearl Street Enterprise, Inc. by instrument dated April 1, 2004, and which Lease has been or will be further assigned to the TENANT contemporaneously herewith), the LANDLORD leases a portion of the Premises, which is a Parking Ramp, to the TENANT for TENANT's exclusive use of up to 100 parking spaces within the Parking Ramp located on the Premises and pursuant to that certain Lease dated February 12, 1998 (the "Skywalk Lease"), between the LANDLORD and La Crosse Hotel LLC, a Wisconsin corporation (which Lease was assigned to Pearl Street Enterprise, Inc. by instrument dated April 1, 2024 and which Lease has been or will be further assigned to the TENANT contemporaneously herewith), the LANDLORD leases a portion of the Premises for TENANT's use for a skywalk to the Parking Ramp located on the Premises (the Parking Lease and Skywalk Lease are collectively referred to hereinafter as the "Leases"); and

WHEREAS, the LENDER intends to make a loan to the TENANT in the amount of \$10,200,000.00 (the "Note") pursuant to, among other things, that certain Business Note dated as of November \_\_\_\_, 2024, by and between the TENANT and the LENDER; and

WHEREAS, the Note shall be secured by, among other things, that certain Real Estate Mortgage, dated as of November \_\_\_\_, 2024 (the "Mortgage"), executed by the TENANT in favor of the LENDER, pursuant to which the TENANT has granted to the LENDER a first priority security interest in the TENANT's interest in its real property and improvements located at 200 Pearl Street, La Crosse, Wisconsin and formerly known as the Holiday Inn and Suites, which is located adjacent to the Premises and legally described on Exhibit B attached hereto and hereby made a part hereof (the "Collateral"); and

WHEREAS, the Note and Mortgage, and all other documents ancillary thereto or executed in connection therewith shall collectively constitute the "Loan" and shall be collectively referred to herein as the "Loan Documents"; and

WHEREAS, the LENDER shall only make the Loan upon, among other things, execution and delivery of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto and hereby agree as follows:

1. The TENANT hereby assigns to the LENDER, to secure the TENANT's obligations to the LENDER under the Note, all of the TENANT's right, title and interest in and to the leasehold estate created by the Leases, effective as of the date hereof. The foregoing assignment shall constitute a perfected, absolute and present assignment, provided that the LENDER shall have no right under this Agreement to enforce the provisions of the Leases or exercise any rights or remedies under this Agreement until an event of default under the Loan Documents shall occur and be continuing.

2. The LANDLORD hereby acknowledges and consents to (a) the making of the Loan to the TENANT (b) the foregoing assignment and (c) the execution, delivery and recording of any instruments evidencing and/or securing the Loan, and agrees that neither the making of the Loan nor the foregoing assignment will cause a default or a breach of any covenant under the Leases.

3. The LANDLORD and the TENANT hereby represent, covenant, warrant agree as follows:

(a) All of the conditions precedent to the Leases taking effect have been satisfied in full; except for necessary repairs to the skywalk as required under Section 9(b) of the Skywalk Lease.

(b) The Leases are in full force and effect and have not been modified, amended, supplemented, terminated or previously assigned.

(c) All rents and other sums and charges which are due and payable by the TENANT under the Leases through the date hereof have been paid in full.

(d) There is no default on the part of the TENANT under the Leases, and no event has occurred or condition exists that with the passage of time or giving of notice or both would constitute a default on the part of the TENANT under the Leases.

(e) There is no default on the part of the LANDLORD under the Leases, and no event has occurred or condition exists that with the passage of time or giving of notice or both would constitute a default on the part of the LANDLORD under the Leases.

(f) Any restrictions as to the use of the Premises as set forth in the Leases are being fully complied with by the TENANT.

(g) As long as the Loan remains outstanding:

i. Neither the LANDLORD nor the TENANT shall enter into, agree or consent to, or acknowledge or approve, any amendment to the Leases which shortens the term of the Leases, increases the rent payable under the Leases or

changes the description of the Premises, or any other amendment to the Leases which materially alter the rights or obligations of the TENANT or LANDLORD under the Leases, without the prior written consent of the LENDER;

- ii. no voluntary agreement by either the LANDLORD or the TENANT for the cancellation, surrender and/or termination of the Leases shall be effective without the prior written consent of the LENDER;
- iii. the LANDLORD shall not accept the exercise by the holder of the leasehold interest under the Leases of any right or option contained in the Leases to cancel or terminate the Leases without the prior written consent of the LENDER; and
- iv. LANDLORD shall not subordinate its interest in the Leases or subject its interest in the Premises to any mortgage, deed of trust or other lien on the LANDLORD's interest in the Premises or the Leases unless the holder of such mortgage, deed of trust or other lien agrees not to disturb the rights of the TENANT, its successors and assigns, to possess the Premises as long as there are no uncured defaults on the part of the TENANT under the Leases.

4. The LANDLORD hereby acknowledges and agrees that, by executing and delivering this Agreement, it has received notice of the name and address of the LENDER as required by the Leases.

5. The LANDLORD hereby acknowledges and agrees that, pursuant to Section 10 of the Leases, the LANDLORD will mail or deliver to the LENDER a duplicate copy of all notices in writing which the LANDLORD may, from time to time, give to or serve on the TENANT under and pursuant to the terms and provisions of the Leases. Furthermore, in the event of default by the TENANT under the terms of the Leases, the lessor shall first give the LENDER notice of the default and the right to cure such default, and during the cure period, the lessor will take no action to enforce its claim, if any, arising from such default without the consent of the LENDER. The LENDER shall have thirty (30) days in addition to the time allowed the TENANT to cure any default which can be cured by the payment of a sum of money, and sixty (60) days in addition to the time allowed the TENANT within which to cure any default which cannot be cured by the payment of money.

6. In the event the LENDER acquires possession of the Collateral in any lawful manner, the LANDLORD agrees (i) to recognize the LENDER and any successor in interest as the successor lessee under the Leases; (ii) to recognize that title to all Collateral must automatically vest in the LENDER as the successor lessee under the Leases; and (iii) that the LENDER shall have the right to assign such interest to a successor in accordance with Section 10 of the Leases and provided that such notices of assignment are to be sent to LANDLORD within ten (10) days of any such assignment.

7. The LANDLORD acknowledges that in connection with the LENDER making the Loan to the TENANT, the TENANT has executed the Mortgage, and that upon the occurrence of

certain events and without the payment of further consideration, the LENDER may, among other things, take possession of the Collateral.

8. All notices, consents, requests, demands and other communications hereunder shall be given to or made upon the respective parties hereto at their respective addresses specified below or, as to any party, at such other address as may be designated by it in a written notice to the other party. All notices, requests, consents and demands hereunder shall be effective when personally delivered or deposited in the United States Mail, certified or registered, postage prepaid, addressed as aforesaid:

If to the LANDLORD:  
City of La Crosse  
Attn: City Clerk  
400 La Crosse Street  
La Crosse, WI 54601-3396

Copy to: Parking Utility  
City of La Crosse  
400 La Crosse Street  
La Crosse WI 54601

If to the TENANT:  
Riverstone Hospitality LLC  
Attn: Jaymin Patel  
200 Pearl Street  
La Crosse, WI 54601

If to the LENDER:  
Citizens State Bank of La Crosse  
620 Main Street  
La Crosse, WI 54601  
Attn: Dennis J. Vogel

9. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

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

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and delivered as of the day and year first above written.

12. Any approval or consent required under this Collateral Assignment of Lease and Estoppel Certificate by the Lender shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the day and year first above written.

LANDLORD:

CITY OF LA CROSSE

By: \_\_\_\_\_

Its:

By: \_\_\_\_\_

Its:

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_, the person(s) named above, \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

My Commission (is permanent)(expires:\_\_\_\_\_)

TENANT:

RIVERSTONE HOSPITALITY LLC

By: \_\_\_\_\_  
Jayminkumar H Patel aka Jaymin Patel,  
manager of J&R Investment Management  
LLC, its member

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_, the  
person(s) named on the previous page, **Jayminkumar H Patel aka Jaymin Patel**, to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

My Commission (is permanent)(expires:\_\_\_\_\_)



LENDER:

CITIZENS STATE BANK OF  
LA CROSSE

By: \_\_\_\_\_  
Name:  
Its:

STATE OF \_\_\_\_\_ )  
  ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_, the  
person(s) named on the previous page, \_\_\_\_\_ to me known to be  
the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
My Commission (is permanent)(expires: \_\_\_\_\_)

**EXHIBIT A**  
**(Legal Description of the Premises)**

**PARKING PARCEL**

A parcel located in the northeast quarter of the northeast quarter of Section 6, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin, also being Lot 3, Lot 4, Lot 5 and Lot 6, and part of Lot 2 and part of Lot 1 of Block 7 of Dunn, Dousman and Cameron Addition to the City of La Crosse.

A section of the parking ramp which includes 80 to 100 spaces located on the second tier of the parking ramp as shown on attached copy of the original ramp construction drawing and areas indicated as follows:

Area 1 - Section A to B from Section 2 to 17

Area 2- Section A4 to C6 from Section 1 to 2

Area 3 -Section C to D from Section 2 to 11

**SKYWALK PARCEL**

An easement for the purpose of constructing and maintaining a skywalk corridor, approximately 12 ½ feet in height, the bottom of which is at rut elevation of approximately 11 feet over an existing alley, over a strip of land 14 feet in width, 7 feet either side of the following described centerline:

Part of Lot 4, and Part of Lot 5 of Block 21 of the Original Plat of the Town of La Crosse, and Part of Lot 1 of Dunn, Dousman & Cameron Addition, located in the City of La Crosse, La Crosse County, Wisconsin: To wit:

Commencing at the Northwest corner of Lot 1 of said Original Plat, being also the Northwest corner of the parcel described in Volume 1212; Page 589; thence along the West line of said parcel, and along the East right of way line of Second Street, S26° 55' 09"W 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continuing along said West line, and along said East right of way line, 72.04 feet along the arc of said curve, the chord of which bears S21° 11' 32.5"W 71.91 feet to the Southwest Corner of said parcel (1212/589); thence along the South line thereof, N89° 49' 46"E 64.42 feet to the point of beginning; thence S00° 10' 14"E 25 feet more or less to the face of the North wall of the existing parking garage and there terminating. Also included in easement are areas required for all of the supporting fixtures or structures, such as the two vertical girders supporting the skywalk at or near the north wall of the ramp generally as delineated in the building plans dated December 31, 1997, prepared by Design II Architects, Ltd. Project number 96125, sheets A-1 and A-2. The plans are incorporated by reference.

**EXHIBIT B**  
**(Legal Description of the Collateral)**

Parcel I

Lots One (1), Two (2) and Three (3) and part of Lots Four (4) and Five (5), all in Block Twenty-one (21) of the Original Plat of the Town of La Crosse, now City of La Crosse, described as follows: Commencing at the Northwest corner of said Lot 1 and the point of beginning of this description; thence South 26° 55' 09" West, along the East right of way line of Second Street, 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continue along said East line, 72.04 feet along the arc of said curve, the chord of which bears South 21° 11' 32.5" West 71.91 feet; thence North 89° 49' 46" East 161.30 feet the East line of said Lot 4; thence North 26° 59' 47" East along the East line of said Lots 4, 3, 2, and 1, a distance of 188.19 feet to the South right of way line of Pearl Street; thence North 64° 06' 26" West along said South right of way line 151.06 feet to the point of beginning.

Parcel II

Part of the Southwest quarter of the Southeast quarter (SW 1/4-SE 1/4) of Section 31, Township 16 North, Range 7 West, being a portion of vacated Pearl Street, described as follows: Commencing at the Northwest corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now City of La Crosse; thence Easterly along the South right of way line of Pearl Street, 151.06 feet; thence continue along said line, 0.52 feet to the front face of a concrete curb and the point of beginning of this description; thence Northerly, along said concrete curb; thence Westerly along the concrete curb face, 1.03 feet to the Northeast corner of said concrete curb face, 35.0 feet more or less to the Northwest corner of said concrete curb; thence Southerly along the concrete curve, 0.85 feet to the South right of way line of Pearl Street; thence Easterly along said right of way line 35.0 feet more or less to the point of beginning.

That part of the vacated alley in Block Twenty-one (21) of the Original Plat of the Town of La Crosse, now City of La Crosse, also located in the Southwest quarter of the Southeast quarter (SW 1/4-SE 1/4) of Section 31, Township 16 North, Range 7 West described as follows: Commencing at the Northeast corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now City of La Crosse; thence Easterly along the South right of way line of Pearl Street, 0.52 feet to the face of a concrete curb; thence Southwesterly, along said face of curb and continuing along a building wall and brick wall, 191.0 feet more or less to the Southeast corner of said brick wall; thence Northwesterly along the face of said brick wall, 0.44 feet, more or less to the West line of said alley; thence Northeasterly along said West line 191.0 feet more or less to the point of beginning.

Part of the Southwest quarter of the Southeast quarter (SW 1/4-SE 1/4) of Section 31, Township 16 North, Range 7 West, being a portion of vacated 2nd Street between Pearl Street and Jay Street, described as follows: Commencing at the Northwest corner of Lot 1 in Block 21 of the Original Plat of the Town of La Crosse, now City of La Crosse; thence Southwesterly along the East right of way line of 2nd Street, 259.43 feet, more or less to the North line of a public way;

thence Easterly along said North line (and a building wall) to the Southeast corner of the building and the point of beginning of this description; thence continue Easterly along said North line to the West line of a platted alley in Block 21 of the Original Plat of the Town of La Crosse, now City of La Crosse; thence Southwesterly along said West line of the alley, 3.0 feet more or less to the Southern end of a brick wall; thence Northwesterly 5.0 feet more or less to the Southeast corner of the building and the point of beginning.

Tax Key No. 17-20016-15

Property Address: 200 PEARL STREET, LA CROSSE, WI

"Address, as provided with application for title insurance and shown here only for reference"

97-11-27

**LEASE**

Lease between City of LaCrosse, a Wisconsin municipal corporation (Landlord), and Great Lakes Hospitality Corp., a Wisconsin corporation (Tenant).

**RECITATIONS**

A. Landlord owns the Jay Street parking ramp (the Ramp) located on real estate located in the City of LaCrosse, LaCrosse County, Wisconsin, described on attached Exhibit A.

B. Tenant owns adjoining land in the City of LaCrosse described on attached Exhibit B. That adjoining land and the hotel to be constructed on that adjoining land will be called the "Project."

C. Landlord and Tenant are parties to a development agreement dated June 12, 1997 which includes, as one of its provisions, a provision that Landlord will lease up to 100 parking spaces in the Ramp to Tenant commencing upon completion of the Project. The parties are entering into this lease to carry out that provision for leasing.

**AGREEMENT**

FOR CONSIDERATION, and intending to be legally bound, Landlord and Tenant agree:

1. The term of this lease and Tenant's obligation to pay rent shall commence on the date the Project opens for business (estimated at June 1, 1998) or on such earlier date as is mutually agreed by the parties. The term shall expire 60 years following the commencement date.

After the date of commencement has been determined, the parties shall insert the date of commencement in the following blank, and initial the insertion:

Date of Commencement	Initials of Landlord	Initials of Tenant
_____, 1998	_____	_____

2. Landlord leases to Tenant and Tenant leases from Landlord up to 100 parking spaces in the Ramp for Tenant's exclusive use. Tenant shall have the right, by notice to Landlord, to specify by each December 31 during the term the number of spaces up to 100 which Tenant desires to rent for the following calendar year. Any adjustment in the number of spaces rented by Tenant shall take effect on the first day of the following calendar year. The number of spaces specified by Tenant shall continue in effect until Tenant gives Landlord notice of a different number of spaces. Tenant hereby specifies the 100 spaces on the second tier of the Ramp outlined in yellow on attached Exhibit C as the spaces which Tenant will lease for the calendar year 1998. Tenant at all times shall lease at least 80 spaces.

97-11-27

3. (a) "Rate" shall mean the monthly parking rate from time to time charged by Landlord to the general public for use of one space in the Ramp.

(b) As long as Landlord charges a Rate to the general public, Tenant shall pay Landlord monthly rent on the first day of each month in an amount equal to the number of spaces rented by Tenant for that month times the Rate in effect for that month. Tenant shall pay Landlord a ratable portion of that monthly amount for any first and final partial calendar month of the Lease.

(c) If Landlord ceases to charge a Rate to the general public for monthly parking, Tenant shall pay rent for the first full 12 calendar months following the cessation using the formula in paragraph 3(b) and the Rate in effect on the date of cessation. On the first day of the 13th calendar month following the cessation, and on each subsequent anniversary of that date, the monthly rent per space in the Ramp shall be adjusted to be the monthly rent per space payable during the preceding 12 calendar months times the ratio of the consumer price index (CPI) for the second month prior to the date of adjustment to the CPI for the first month prior to the start of the preceding 12 calendar months, but subject to a maximum annual increase of 3%. For example, assume that the monthly rent per stall will be adjusted in accordance with this formula on October 1, 2004 and each October 1 following. In this example, the denominator of the fraction for adjusting the monthly rent on October 1, 2004 will be the CPI for August of 2004, and the numerator will be the CPI for September of 2003.

The CPI for this purpose shall mean the Revised Consumer Price Index for All Urban Consumers published by the United States Department of Labor, U.S. City Average, All Items (1982-84 Equal 100). If that Index is no longer published at any relevant times, the CPI shall mean a comparable index mutually designated by Landlord and Tenant. All indices shall be adjusted to a common base year.

(d) As a qualification to application of formula in paragraph 3(b), no change in the Rate shall be effective against Tenant unless Landlord gives Tenant at least three months prior notice of the change.

(e) Tenant shall have no obligations with respect to the Ramp other than its obligation to pay rent, and its obligations under paragraphs 6 and 7.

4. Landlord shall have the right to close the Ramp upon at least three months prior notice to Tenant. If Landlord exercises that right, Landlord shall provide up to 100 substitute parking spaces for Tenant within a reasonable distance of the Project for the balance of the term of this lease. Any substitute parking offered by Landlord shall constitute a reasonable accommodation of the parking needs of the Project. In case of the provision of such substitute parking by Landlord, Landlord and Tenant shall in good faith mutually amend this lease to recite the location of the substitute parking and to reasonably adjust the rent. For example, if the substitute parking is surface parking rather than parking in a ramp, and if the substitute parking is further from the Project than the Ramp, the rent shall be reasonably reduced.

97-11-27

5. Landlord at its sole expense shall:

(a) Keep the Ramp and any related sidewalks, curbs, areaways and appurtenances in a safe, neat, clean and sanitary condition, and keep them in a good repair and tenantable condition. All repairs, whether structural or otherwise, shall be the obligation of Landlord.

(b) Promptly remove snow and ice from all driveways, parking areas and sidewalks located in or about the Ramp.

(c) Maintain any grass and landscaping which may be associated with the Ramp.

(d) Provide and pay for lighting, electrical and all other utility services necessary or desirable for the reasonable and safe operation of the Ramp.

(e) Pay any special assessments for the Ramp.

(f) Allow Tenant and Tenant's guests, employees, invitees and agents access to the leased parking spaces 24 hours a day, 365 days a year, except Landlord may, upon reasonable advance notice to Tenant, provide substitute spaces for Tenant on a periodic basis to provide Landlord access to the leased spaces for maintenance and repair work. Landlord shall complete repairs as soon as reasonably practical; and, to the extent reasonably practical, provide the substitute spaces in the Ramp.

(g) Comply with all laws and regulations applicable to the Ramp and its operation, including without limitation any and all environmental laws, the Americans With Disabilities Act, and any comparable state and local laws and regulations relating to persons with disabilities.

6. Tenant shall have the right at its expense to:

(a) Install and maintain directional signs within the Ramp to guide guests of the Project to and from the leased parking spaces.

(b) Identify the parking spaces leased by Tenant by means of signs, special striping of the spaces and other reasonable means chosen by Tenant, and install signs which prohibit use of those spaces by anyone not authorized by Tenant.

7. Landlord and Tenant shall mutually cooperate to enforce Tenant's exclusive right to use of the leased parking spaces. At the request of Tenant and to the extent lawful, Landlord shall issue parking tickets to any vehicles parked in the leased spaces which do not belong to guests of the Project or which are not otherwise authorized by Tenant. Tenant shall have the right at its expense to use such reasonable means of self help to enforce its exclusive rights as are from time to time allowed by applicable law.

8. Prior to the commencement of the term of this lease, Tenant shall not have the right to assign this lease without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Landlord hereby consents that prior to such commencement Tenant may collaterally assign this lease to any first mortgage lender to the Project, and that such a lender may assume this lease as part of exercising its default remedies under the mortgage.

Subsequent to such commencement, Tenant shall have the full and free right to assign this lease or sublet without the consent of Landlord.

9. (a) If Tenant fails to pay any installment of monthly rent on or within 15 days following its scheduled due date, Landlord shall have the right to give Tenant and any first mortgage lender of the Project notice of the default. For 30 days following the giving of any such notice, either Tenant or such first mortgage lender shall have the right to cure the default.

(b) If a default is not timely cured, Landlord shall have the right to sue Tenant for the delinquent rent and to suspend Tenant's right to use the leased spaces, but shall not have the right to terminate this lease except as provided in paragraph 9(c). Tenant shall have the right to end any such suspension by resuming the payment of monthly rent to Landlord, by paying any delinquent rent, and by paying interest on any delinquent rent at the rate of 1% per month from the date each installment of delinquent rent is due until the installment is paid.

(c) If a suspension lasts for more than 90 consecutive days, Landlord shall have the right to give Tenant and any first mortgage lender of the Project notice of intended termination. If all delinquent rents plus interest are not paid within 30 days after the giving of the notice, Landlord shall have the right to terminate this lease by notice to Tenant and any first mortgage lender.

10. Any notice given in connection with this lease shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery,
- (b) By delivery by an express mail service,
- (c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,
- (d) By facsimile transmission.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

Until further notice, notices shall be addressed as follows:

97-11-27



If to Landlord:

City of LaCrosse  
Attn: City Attorney  
400 LaCrosse Street  
LaCrosse, WI 54601-3396  
Facsimile: (608) 789-7390

If to Tenant:

Great Lakes Hospitality Corp.  
Attn: President  
700 Regent Street, Suite 300  
Madison, WI 53715  
Facsimile: (608) 251-6800

28-11-27

11. This lease shall binding upon an inure to the benefit of the parties and their respective representatives, successors and assigns. This lease contains the entire agreement between the parties and shall not be amended or terminated orally. If any provision of this lease is declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect. A party may waive any default of the other party without waiving any subsequent or prior default of the other party.

Dated November 13, 1997.

**CITY OF LACROSSE**

By: John D. Medinger  
John D. Medinger, Mayor

Attest:

Teri Lehrke  
Teri Lehrke, City Clerk

**TENANT: GREAT LAKES HOSPITALITY CORP.**

By: Bruce D. Neuman  
Authorized Officer

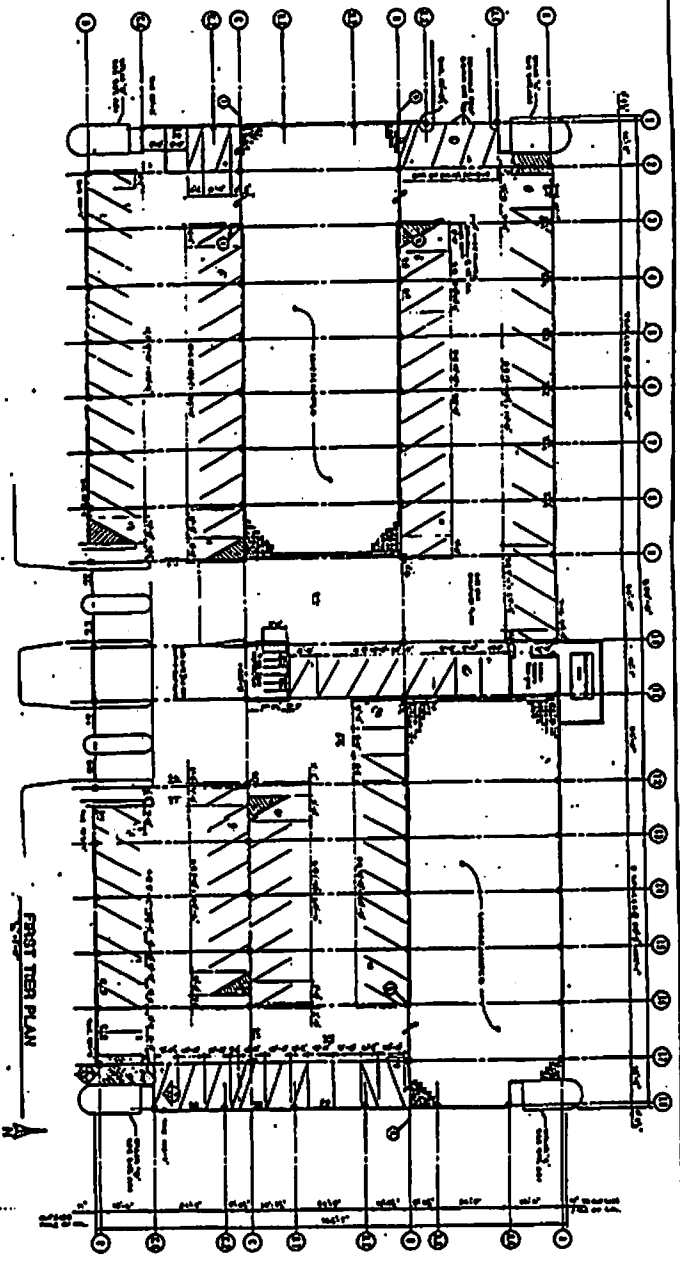
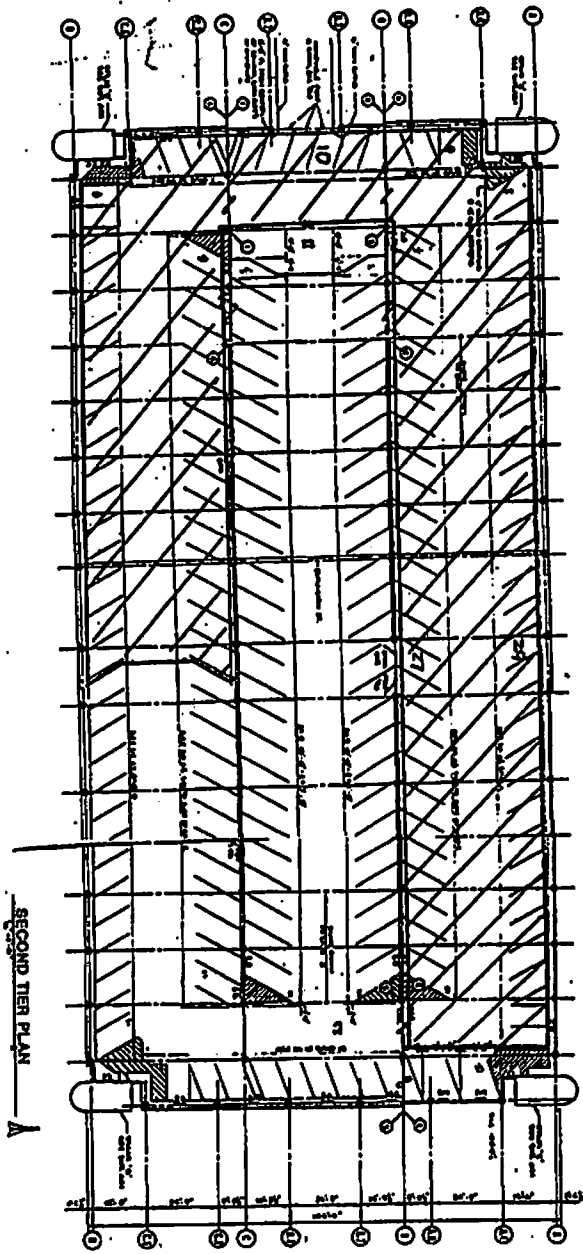
EXHIBIT B

Lots One (1), Two (2) and Three (3) and part of Lots Four (4) and Five (5), all in Block Twenty-one (21) of the Original Plat of the Town of La Crosse, now City of La Crosse, described as follows: Commencing at the Northwest corner of said Lot 1 and the point of beginning of this description; thence South  $26^{\circ} 55' 09''$  West, along the East right-of-way line of Second Street, 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continue along said East line, 72.04 feet, along the arc of said curve, the chord of which bears South  $21^{\circ} 11' 32.5''$  West 71.91 feet; thence North  $89^{\circ} 49' 46''$  East 161.30 feet to the East line of said Lot 4; thence North  $26^{\circ} 59' 47''$  East, along the East line of said Lots 4, 3, 2 and 1 a distance of 188.19 feet to the South right-of-way line of Pearl Street; thence North  $64^{\circ} 06' 26''$  West, along said South right-of-way line, 151.06 feet to the point of beginning.

97-11-27

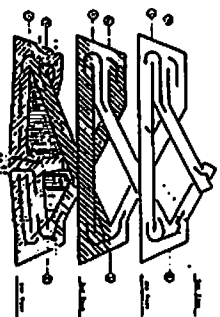
EXHIBIT "C"

97-11-27



Cross Hatched area denotes spaces subject to attached lease

Area Identification	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100



LA CROSSE CENTER PARKING FACILITY  
LA CROSSE, WISCONSIN

LA CROSSE CENTER PARKING FACILITY  
LA CROSSE, WISCONSIN

DATE: 11/27/97  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

**LEASE**

Name & Return Address:  
Great Lakes Hospitality Corp.  
Attn: Tom Sather  
700 Regent Street, Suite 300  
Madison, WI 53715

Parcel Identification Nos.: 17-20016-010  
17-20026-120

Lease between City of La Crosse, a Wisconsin municipal corporation (Landlord) and La Crosse Hotel LLC, a Wisconsin limited liability company (Tenant),

**RECITATIONS**

- A. Tenant owns real estate (Tenant's Parcel) described on attached Exhibit B.
- B. Landlord owns real estate (Landlord's Parcel) located immediately south of Tenant's Parcel and as described on attached Exhibit A. A parking ramp commonly called the "La Crosse Center Ramp" or the "Jay Street Parking Ramp" (the Ramp) is constructed on that real estate. The northern portion of Landlord's Parcel extending from the north wall of the Ramp to the northerly boundary of Landlord's Parcel is currently vacant and will be called the "Walkway." The Walkway is not currently a public walkway.
- C. Tenant is in the process of constructing a hotel (the Hotel) on Tenant's Parcel. Tenant desires to construct a skywalk extending from the Hotel south across the Walkway to the Ramp in the space of air (the "Premises") described on attached Exhibit C. The skywalk is

more fully defined in building plans (the "Plans") dated December 31, 1997 prepared by Design II Architects, Ltd., project number 96125, sheets A-1 and A-2. The Plans are incorporated by reference. The skywalk as described in the Plans, including all of its supporting fixtures and structures, such as the two vertical girders supporting the skywalk at or near the north wall of the Ramp, will be called the "Skywalk".

D. Landlord has determined that a lease of the Premises to Tenant would be in the best public interest for the reasons, among others, that:

1. Landlord has an interest in downtown projects which will create jobs, add to the tax base and prevent blight. Those goals will be best accomplished if the Hotel is economically viable. This lease will aid in that viability.
2. This lease will allow guests and other permitted invitees of the Hotel to more safely travel between the Hotel and the Ramp, and thereby reduce the risk of liability suits against Landlord and Tenant.

E. A lease will not substantially interfere with use of the surface of the Walkway by the public for ingress and egress.

#### AGREEMENT

FOR CONSIDERATION, and intending to be legally bound, Landlord and Tenant agree:

1. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord for the purpose of Tenant's construction, use, operation, repair, maintenance and replacement of the Skywalk. The Premises shall include all portions of the surface and subsurface of the Walkway on which fixtures and structures of the Skywalk will be located, and all parts of the north wall and surrounding structure of the Ramp to which the Skywalk will be connected.

2. Landlord reserves the right to demolish the Ramp and use Landlord's Parcel for another use. Landlord shall give Tenant at least three months' prior notice of any such demolition. This lease shall commence on its date and expire on the first to occur of the following:

- (a) The date specified by Landlord in such a notice of demolition; or
- (b) The ninety-ninth (99) anniversary of the date of this lease.

3. On or before the scheduled expiration or earlier termination of this lease, Tenant at its sole expense shall remove the Skywalk from the Premises. As part of that removal Tenant shall reasonably restore the north wall of the Ramp to its condition prior to the construction of

the Skywalk, unless the lease is terminating as a result of Landlord's planned demolition of the Ramp.

4. Tenant at its sole expense shall construct the skywalk in accordance with the Plans. Tenant shall commence construction within thirty (30) days after the date of this lease and shall substantially complete the construction within ninety (90) days after the date of this lease. Those times shall be reasonably extended by the duration of any casualty, strike or other event beyond the reasonable control of Tenant. Tenant shall construct the skywalk in a good and workmanlike manner, and in compliance with applicable law.

5. Landlord certifies to Tenant that this lease has been granted by Landlord by an ordinance duly adopted in accordance with applicable law.

6. Tenant shall have the right to reasonably enter and use the Walkway and the Ramp for the purposes of constructing, repairing, maintaining and replacing the Skywalk. Tenant shall conduct all such activities expeditiously and in a manner to reasonably minimize interference with use of the Walkway and the Ramp by the public. Tenant shall obtain such permits as may be required by applicable law for such use of the Walkway and the Ramp.

7. The purposes for which Tenant shall use the Premises are ingress and egress between the Ramp and the Hotel by Tenant's employees, guests and other permitted invitees; and the construction, repair, maintenance, operation and replacement of the Skywalk. Tenant shall have the exclusive occupancy of the Skywalk, and shall have the rights to (a) impose reasonable rules and regulations for the use of the Skywalk, (b) determine what persons may or may not use the Skywalk, and (c) from time to time close the Skywalk for use. Tenant shall promptly give Landlord notice of Tenant's exercise of any of rights (a), (b) and (c). If Landlord reasonably objects to the exercise of those rights, Landlord and Tenant shall mutually agree upon a modification of the exercise of the rights.

8. All persons permitted by Tenant to use the Skywalk shall have the right of ingress and egress through the Ramp to gain access to the Skywalk.

9. Tenant at its sole expense shall:

(a) Operate the Skywalk, as far as practicable, separately from the municipal use of the Walkway and the Ramp.

(b) Repair and maintain the Skywalk.

(c) Carry such casualty insurance on the Skywalk as Tenant determines.

(d) Carry a policy of general public liability insurance on the Skywalk with single limit coverage of not less than \$1,000,000.

(e) Pay any property taxes which may be levied or assessed against the Skywalk.

(f) Pay all utilities used in the operation of the Skywalk.

(g) Defend, indemnify and hold Landlord harmless from any claims by third parties for personal injury or property damage in connection with the Skywalk or its use, maintenance and repair. This indemnity shall not, however, apply to any claims to the extent caused by the negligence or willful misconduct of Landlord.

Tenant shall not be obligated to pay any fixed rent to Landlord.

10. This lease shall run with the land for the benefit of Tenant's Parcel. Tenant shall have the right to collaterally assign the lease to any mortgagee of Tenant's Parcel, and to assign the lease to any person (the Buyer) who buys, leases or otherwise acquires all or substantially all of Tenant's Parcel, provided that Tenant promptly gives Landlord notice of any such assignment, and provided that any Buyer expressly assumes and agrees to pay and perform all of Tenant's obligations under the lease. Tenant shall not otherwise assign this lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

11. The description of the Premises given on Exhibit C shall automatically be adjusted, upon completion of construction, to be the description of the Skywalk as actually built.

12. Landlord shall have the right to enter the Premises at reasonable times for purposes of inspection, and may require that Tenant make any repairs to the Skywalk which are necessary for public safety or the reasonably attractive appearance of the Skywalk. This right of inspection shall not impose any duty of repair upon Landlord. All signage placed on the Skywalk shall be subject to review and approval by the City's Board of Public Works.

13. Any notice given in connection with this lease shall be in writing and may be given in any one of the following ways:

(a) By personal delivery,

(b) By delivery by an express mail service,

(c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,

(d) By facsimile transmission.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

Until further notice, notices shall be addressed as follows:

If to Landlord: City of La Crosse  
Attn: City Attorney  
400 La Crosse Street  
La Crosse, WI 54601-3396  
Facsimile: (608) 789-7390

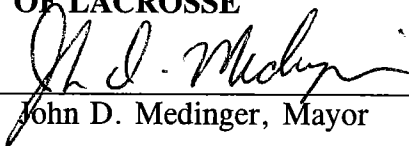
If to Tenant: La Crosse Hotel LLC  
c/o Great Lakes Hospitality Corp.  
Attn: President  
700 Regent Street, Suite 300  
Madison, WI 53715  
Facsimile: (608) 251-6800

14. If Tenant defaults in the performance of any of its obligations under this lease, Landlord shall have the right to give Tenant notice of the default. If the default continues for 30 days after the giving of the notice; or, if the default cannot reasonably be cured within 30 days, if Tenant does not promptly commence cure of the default within the 30 days and does not complete cure of the default within 90 days after the giving of the notice, Landlord shall have the right to terminate this lease by notice to Tenant, and to exercise all other rights and remedies allowed by applicable law.

15. This lease shall binding upon an inure to the benefit of the parties and their respective representatives, successors and assigns. This lease contains the entire agreement between the parties relating to its subject matter and shall not be amended or terminated orally. If any provision of this lease is declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect. A party may waive any default of the other party without waiving any subsequent or prior default of the other party.

Dated Feb. 12, 1998.

**CITY OF LACROSSE**

By:   
John D. Medinger, Mayor

Attest:

  
Teri Lehrke, City Clerk

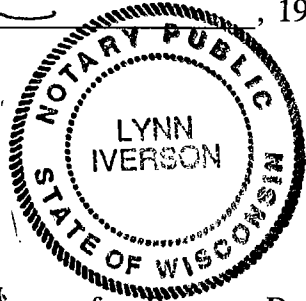


**LA CROSSE HOTEL LLC**

By Great Lakes Hospitality Corp., Manager

By: *Bruce D. Neviase*  
Bruce D. Neviase, Secretary

Signatures of John D. Medinger and Teri Lehrke authenticated this 5<sup>th</sup> day of March, 1998.



*Lynn Iverson*  
Lynn Iverson  
Notary Public, State of Wisconsin  
My commission expires: 2/17/2002

Signature of Bruce D. Neviase authenticated this 20<sup>th</sup> day of February, 1998.

*Jean Ewing*  
Commission Expires Sept 2, 2001  
Notary Public, State of Wisconsin

Drafted by Thomas J. Sobota

F:\DOCS\WD\24070\6\RS4241.NEW

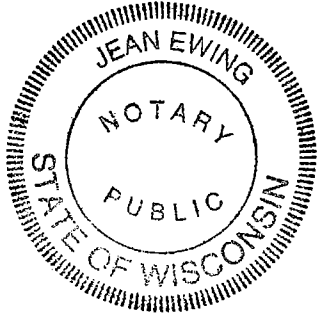


EXHIBIT A

Legal Description of Jay Street Parking Ramp

A parcel located in the northeast quarter of the northeast quarter of Section 6, T15N, R7W, City of La Crosse, La Crosse County, also being Lot 3, Lot 4, Lot 5 and Lot 6, and part of Lot 2 and part of Lot 1 of Block 7 of Dunn, Dousman and Cameron Addition to the City of La Crosse.

EXHIBIT B

Lots One (1), Two (2) and Three (3) and part of Lots Four (4) and Five (5), all in Block Twenty-one (21) of the Original Plat of the Town of La Crosse, now City of La Crosse, described as follows: Commencing at the Northwest corner of said Lot 1 and the point of beginning of this description; thence South  $26^{\circ} 55' 09''$  West, along the East right-of-way line of Second Street, 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continue along said East line, 72.04 feet, along the arc of said curve, the chord of which bears South  $21^{\circ} 11' 32.5''$  West 71.91 feet; thence North  $89^{\circ} 49' 46''$  East 161.30 feet to the East line of said Lot 4; thence North  $26^{\circ} 59' 47''$  East, along the East line of said Lots 4, 3, 2 and 1 a distance of 188.19 feet to the South right-of-way line of Pearl Street; thence North  $64^{\circ} 06' 26''$  West, along said South right-of-way line, 151.06 feet to the point of beginning.

EXHIBIT C

LA CROSSE HOLIDAY INN HOTEL & SUITES  
SKYWALK AIR RIGHTS EASEMENT

DESCRIPTION:

An easement for the purpose of constructing and maintaining a skywalk corridor, approximately 12 1/2 feet in height, the bottom of which is at an elevation of approximately 11 feet over an existing alley, over a strip of land 14 feet in width, 7 feet either side of the following described centerline:

Part of Lot 4, and Part of Lot 5 of Block 21 of the Original Plat of the Town of La Crosse, and Part of Lot 1 of Dunn, Dousman & Cameron Addition, located in the City of La Crosse, La Crosse County, Wisconsin: To wit:

Commencing at the Northwest corner of Lot 1 of said Original Plat, being also the Northwest corner of the parcel described in Volume 1212; Page 589; thence along the West line of said parcel, and along the East right of way line of Second Street, S26°55'09"W 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continuing along said West line, and along said East right of way line, 72.04 feet along the arc of said curve, the chord of which bears S21°11'32.5"W 71.91 feet to the Southwest corner of said parcel (1212/589); thence along the South line thereof, N89°49'46"E 64.42 feet to the point of beginning; thence S00°10'14"E 25 feet more or less to the face of the North wall of the existing parking garage and there terminating.

Also included in this easement are areas required for all of the supporting fixtures or structures, such as the two vertical girders supporting the skywalk at or near the north wall of the ramp generally as delineated in the building plans dated December 31, 1997, prepared by Design II Architects, Ltd. Project number 96125, sheets A-1 and A-2. The plans are incorporated by reference.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation