WOOD STREET
DEVELOPMENT AGREEMENT
(NSA)

1853362
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

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City Attorney
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number

This Wood Street Development Agreement (herein "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Stizo Development, LLC**, a Wisconsin limited liability company with principal offices located at 1243 Badger Street, La Crosse, Wisconsin 54601 ("**Developer**").

WITNESSETH:

Whereas, Developer owns and proposes to develop and improve a currently underutilized property into an commercial office and shop building, defined below as the "Project," within the City of La Crosse on property Developer owns, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, Developer further proposes to create approximately One Million One Hundred Forty Eight Thousand Dollars ($1,148,000) of new tax base at the Project;

Whereas, the goals for the Real Estate include encouraging private residential and commercial development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City, (the "Real Estate"), within proximity to Tax Incremental district No. 16 (respectively "TID #16") in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #16;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #16 ("TID Project Plan") through the use of existing municipal funds to provide other

assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

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

ARTICLE I
PURPOSE; LAND; DEFINITIONS; EXHIBITS

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

The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the Commercial and Multi-Family Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

a. "Agreement" means this Wood Street Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.

b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.

c. "Construction Schedule" means the construction timetable set forth on **Exhibit E**.

d. "Developer" means Stizo Development, LLC, a Wisconsin limited liability company.

e. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the Commercial and Multi-Family Design Review Committee.

f. "Plans and Specifications" means the plans and specifications developed for the Project.

g. "Project" means the development and improvement of the Real Estate by constructing a commercial office and shop building on the Real Estate all as described in more detail on

Exhibit B and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term "Project" excludes personal property and land.

h. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the Developer, paid for by the Developer and reimbursed by the City in connection with the Project, which are set forth on **Exhibits D, D-1 and AA.**. "Real Estate" means the real property described in **Exhibit A**.

i. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.

j. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.

1.4. Exhibits. The following exhibits are hereby attached to and incorporated into this Agreement:

a. **Exhibit A**. Real Estate;

b. **Exhibit B**. Description of Project;

c. **Exhibits D, D-1 and D-2**. Description of Public Improvements;

d. **Exhibit E**. Construction Schedule;

e. **Exhibit Z** Promissory Note

f. **Exhibit AA.** Wood Street Improvements Cost Breakdown

ARTICLE II
DEVELOPER OBLIGATIONS

2.1. Acquire the Real Estate. Prior to executing this Agreement, Developer agrees it has already acquired fee simple title to the Real Estate.

2.2. Develop the Real Estate. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan and the Construction Schedule.

a. **Site Preparation**. Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.

b. **Construction Schedule**. Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before September 1, 2026 with

Substantial Completion on or before December 31, 2026, all in accordance with the Construction Schedule set forth on **Exhibit E**.

c. **Minimum Construction Costs**. Developer agrees that acquisition costs, construction costs, professional services costs, financial costs, developer's fee and cash accounts / escrow / reserves associated with the Project shall have an aggregate minimum cost of not less than One Million Five Hundred Thousand Dollars ($1,500,000.00).

d. **Rights of Access**. Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

e. **Public Streets and Public Improvements**. Developer shall complete the Public Improvement identified on **Exhibits D, D-1, D-2 and AA.** The cost breakdown for said improvements is defined on **Exhibit AA.** Prior to issuance of the occupancy permit for the Project, Developer shall dedicate and/or transfer or convey all public streets or alleys, public rights-of-way and utilities, and easements within the Real Estate as identified on **Exhibit A**, as finalized, to the City. The City shall reimburse the cost of Public Improvement, as depicted in Exhibits D, D-1, D-2 and AA, with cash available from TID #16. In order to construct Wood Street, the City shall provide Developer a fully executed promissory note in the amount of the costs of the improvements identified in **Exhibit Z**, subject to any cost adjustments for changes to the improvements/specifications. The promissory note shall be at the initial interest rate of zero percent (0%). Said interest rate shall increase to 6.5% on September 1, 2028. The promissory note shall provide for prepayment at any time without penalty.

f. **Master Plan**. Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan setting forth all the details of construction and development to the Commercial and Multi-Family Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in their sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the

Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.4. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.5. Taxes. It is understood that the land and improvements resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

2.6. Transfer or Sale of Real Estate.

This section is intentionally blank.

2.7. Easements. Developer shall grant the City or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate development of the Real Estate in accordance with the Master Plan at no cost to the City.

2.8. Indemnity. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.9. Utilities.

a. **Other Utilities**. Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

b. **Water and Sewer.** Except as provided on Exhibit D, Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

c. **Street and Utilities to be Dedicated to the Public.** As shown in **Exhibit D** (Public Improvements), Developer shall fund Developer-Funded Improvements and City-Funded Improvements at its own cost and expense until the City reimburses Developer in accordance with this Agreement. Developer shall dedicate and convey such Public Improvements to the City. Developer will, at all times, maintain a full "open book process" and ensure that the requirements of payment and performance bonds are obtained as well as the payment of prevailing wages, as required by law, are followed so that the Public Improvements comply with the Wisconsin public construction requirements. All bids shall be publicly bid in accordance with § 62.15, Wis. Stat., and opened in public at City Hall. After

publicly opening the bids, Developer and City shall jointly review the bids. After Developer has an opportunity to provide its recommendation, the City shall decide to either award the bids, refer the bids for thirty (30) days, or reject all bids and publicly bid the project again. Developer shall furnish full access to the City upon ten (10) days notice to all internal cost accounting records and all supporting project records with respect to the Public Improvements. Any savings during construction shall be identified immediately after bidding and monthly through cost accounting thereafter. Savings shall be completely passed on to the City, reducing the construction cost by the amount of any such savings.

2.10. Restrictions. Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.11. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.12. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.13 Local Subcontractors. It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. This Section does not apply to fixtures, furnishings and equipment.

ARTICLE III
CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for certain Public Improvements, which the City shall reimburse under the terms of this Agreement. U nless the City contracts directly with a general contractor, the City shall provide a dollar-for-dollar payment to Developer for the City-Funded Improvements completed by the Developer in accordance with **Exhibit D**. Such payment shall be made as a lump sum reimbursement, periodic payments, or combination thereof after Developer provides written evidence to the City

that the Public Improvements have been completed and have been dedicated to the City.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning and Development Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. City Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV
CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project. Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and

Economic Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as a named insured during the construction of the Project. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.9. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.10. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

4.11 Public Improvement Reimbursement. Prior to any Public Improvements being reimbursed to the Developer pursuant to this Agreement, Developer shall ensure compliance with the Wisconsin public bidding and public construction laws. Developer shall cooperate with the City's Engineering Department to ensure compliance. Reimbursement shall be a cost not to exceed $1,020,000 based on the cost estimates provided in Exhibit AA.

ARTICLE V
CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Financing. Developer obtaining financing for the Project, upon terms acceptable to Developer, in Developer's sole and absolute discretion.

5.2 Public Improvements. At the request of Developer, the City shall accept ownership of the Public Improvements that are constructed in compliance with the Wisconsin public bidding and public construction laws. The City's Engineering Department shall cooperate with the Developer to help ensure compliance with such requirements.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenants with Developer as respectively follows:

6.1. No Material Change. All copies of documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, including the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the

priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.11. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.12. Financing Accommodation.

a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.6 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.

b. **No Subordination.** The City shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.

c. **Developer Financing.** Notwithstanding this Section 6.12, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.13. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.14. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.15. No Changes. Developer shall not, without City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes.

6.16. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost to inspect the Project and all matters relating to the development thereof. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement.

6.17. Notification. Developer shall:

a. As soon as possible and in any event within five (5) business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.

b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

c. Notify City and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

6.18. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.19. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.20. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.21. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII
DEFAULT

7.1 Developer's Default.

a. Remedies. In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within one hundred twenty (120) days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:

(1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate, through legal process, for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one percent (1%) per month, shall be paid by Developer to the City immediately upon demand;

(2) Injunctive relief;

(3) Action for specific performance;

(4) Action for money damages;

(5) Repayment by Developer of any incentives and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;

(6) Any other remedy in this Agreement.

b. Reimbursement. Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one percent (1%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

a. **Remedies.** In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City (provided, however, if the default is of a nature that is not curable within 60 days after written notice, then such longer period of time not to extend beyond 180 days so long as City diligently pursues a cure within 60 days after receipt of written notice from the Developer), Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:

(1) Injunctive relief;

(2) Action for specific performance; and

(3) Action for money damages.

b. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

c. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3. Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.6 and 6.12, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, pandemic, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, pandemic, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum ninety (90) days. The Economic Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn: City Clerk City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
with a copy to:	Attn: City Planner City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
To the Developer:	Attn: Managing Member STIZO DEVELOPMENT, LLC 1243 Badger Street La Crosse, WI 54601

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer.

In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for sections 2.11 (Record Retention) and 8.5 (Survival), which by their terms survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate upon the issuance by the City of the certificate of occupancy. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the City may record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the City and Developer.

8.17. Time Computation. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

8.18.1 JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL

ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Developer whether or not herein enumerated.

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

***IN WITNESS HEREOF**, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this 29 day of July, 2026

STIZO DEVELOPMENT, LLC

Marvin W. Wanders, Managing Member

Subscribed and sworn to before me this 29 day of July 2026.

Louise K Olson

Notary Public, State of Wisconsin
My Commission: 10/27/2029

Dated this 6 day of August, 2026

City of La Crosse

Shaundel Washington-Spivey, Mayor

Nikki Elsen, City Clerk

Subscribed and sworn to before me this 6 day of August, 2026.

Sondra Craig

Notary Public, State of Wisconsin
My Commission: 11/11/2029

This Document Was Drafted By:
Andrea Trane
Planning Department, City Hall
400 La Crosse St.
La Crosse, WI 54601

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EXHIBIT A
Legal Description

That part of the Southwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Commencing at the northeast corner of said Section 29; thence South 89 degrees 22 minutes 41 seconds West, assumed bearing, on the north line of said Northeast Quarter, 2623.15 feet to the northwest corner of said Northeast Quarter; thence South 00 degrees 51 minutes 42 seconds East on the west line of said Northwest Quarter, 2244.42 feet; thence North 89 degrees 37 minutes 08 seconds East, 43.93 feet to the east right of way line of George Street; thence North 00 degrees 01 minutes 46 seconds East on said east right of way line, 47.41 feet; thence North 88 degrees 53 minutes 13 seconds East, 95.70 feet; thence North 00 degrees 51 minutes 11 seconds West, 52.54 feet; thence North 89 degrees 00 minutes 15 seconds East, 38.73 feet; thence North 00 degrees 48 minutes 45 seconds West, 298.17 feet to the south right of way line of St. Cloud Street; thence easterly on said south right of way line on the following three courses; 1) thence North 89 degrees 29 minutes 37 seconds East, 59.42 feet; 2) thence South 04 degrees 26 minutes 56 seconds East, 5.46 feet; 3) thence North 89 degrees 28 minutes 22 seconds East, 120.43 feet; thence South 00 degrees 22 minutes 52 seconds East, 168.49 feet to the point of beginning; thence North 89 degrees 37 minutes 08 seconds East, 96.42 feet; thence South 00 degrees 22 minutes 52 seconds East, 176.26 feet; thence South 89 degrees 37 minutes 08 seconds West, 96.42 feet; thence North 00 degrees 22 minutes 52 seconds West, 176.25 feet to the point of beginning.

Exhibit B-
Description of Project

BORTON CONSTRUCTION, INC.

May 13th, 2026

ATTN: City of La Crosse Planning & Development Department
RE: Design Review Summary – Borton Construction Office & Shop Planned Development District Petition

To Whom It May Concern,

On behalf of Borton Development, LLC, we are pleased to present this summary for the May 22nd design review of the proposed Borton Construction office and shop facility located at 1325 St. Andrew Street in La Crosse, Wisconsin. This project will consolidate Borton Construction's office, warehouse, and operational facilities into one professionally designed location.

The proposed development includes approximately 56,518 square feet of site area with 14,189 square feet of open space (25.10%). The 10,289-square-foot building will consist of approximately 6,280 square feet of warehouse space and 4,018 square feet of office space. The project has been carefully designed to support operational needs while remaining compatible with surrounding multifamily, commercial, and industrial properties.

With an estimated value of approximately $1.7 million, the project includes significant investment in quality construction, stormwater management, and geotechnical preparation. Exterior materials including brick, Central States concealed fastener board and batten metal siding, shingled roofing, and commercial-grade aluminum windows and doors will provide a durable, professional appearance that will fit seamlessly within the surrounding area. The landscaping and site design provide a balanced approach between light industrial and industrial standards, promoting environmental sustainability while ensuring the development remains practical, visually appealing, and compatible with neighboring properties.

For review purposes, attached documents include the Certified Survey Map Draft, preliminary civil drawings, architectural and structural design drawings, landscaping plan, photometrics plan, and completed soil borings. These materials provide comprehensive supporting documentation for the proposed development and demonstrate the project's commitment to responsible planning, engineering, and design.

Physical development is anticipated to begin on or around September 1, 2026. This facility will enhance the property, support local union jobs, and remain consistent with the broader development character of the City of La Crosse. We appreciate the opportunity to participate in this design review process and look forward to working with the City throughout final approvals.

Sincerely,

Paul Borsheim
President/Borton Development, LLC.

EXHIBIT D

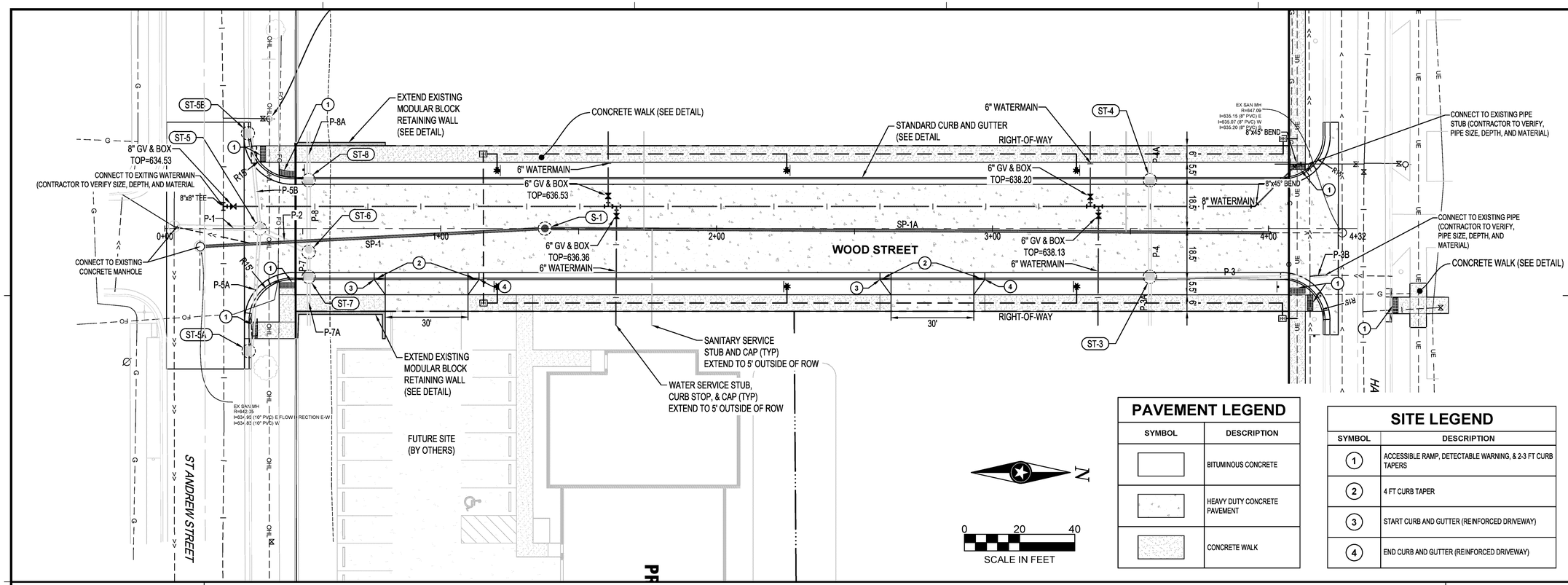
Description of Public Improvements

Developer-Funded Improvements to be Dedicated to the Public:

A new section of roadway, Wood Street, from the north R/W line of Saint Andrew Street to the south R/W line of Hagar Street, including said adjacent intersections as necessary for utility connections. All public facilities, built to City of La Crosse Specifications and Details, including, but not limited to, roadway pavement and markings, curb & gutter, sidewalk and ramps, streetlighting, grass boulevard/terrace, and stormwater, water, and sanitary sewer pipes and structures, and all necessary appurtenances for complete, finished, and fully functioning infrastructure.

City-Funded Improvements:

The above-listed improvements within the existing public Rights-of-Way of Saint Andrew and Hagar Streets, as shown in Exhibit D-1, and that portion of land dedicated by CSM for a new 60-foot R/W for Wood Street extension, as shown in Exhibit D-2. City funding shall be upon successful recording of the dedication of Wood Street, completion of the public improvement, and other fulfillment of any funding conditions elsewhere in this Developer Agreement.

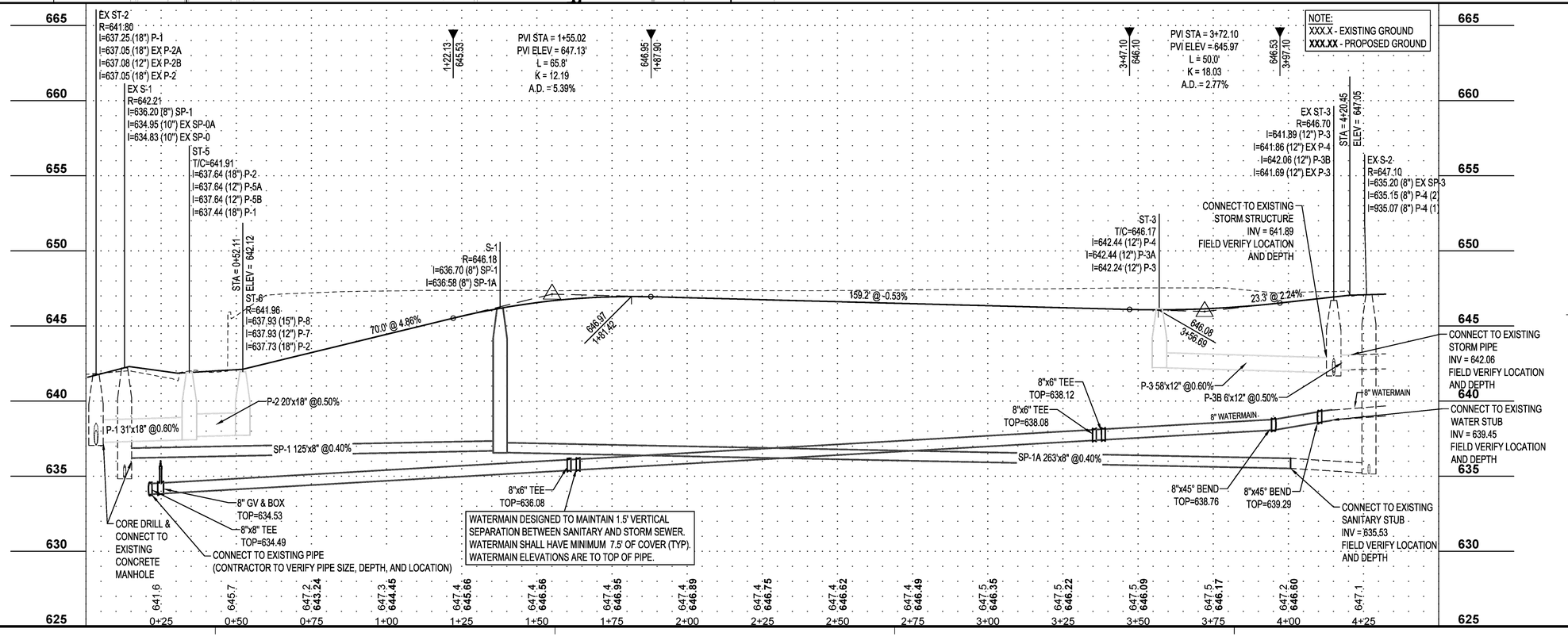


PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS CONCRETE
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK

SITE LEGEND

SYMBOL	DESCRIPTION
1	ACCESSIBLE RAMP, DETECTABLE WARNING, & 2-3 FT CURB TAPERS
2	4 FT CURB TAPER
3	START CURB AND GUTTER (REINFORCED DRIVEWAY)
4	END CURB AND GUTTER (REINFORCED DRIVEWAY)



SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

WOOD STREET EXTENSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	26-34320
FILE NAME	34320-PROF
DRAWN BY	BG/BJK
DESIGNED BY	BJK
REVIEWED BY	KR
ORIGINAL ISSUE DATE	06/04/26
CLIENT PROJECT NO.	-

TITLE

WOOD STREET UTILITY CONSTRUCTION

SHEET

20

PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 6/4/2026 1:39 PM

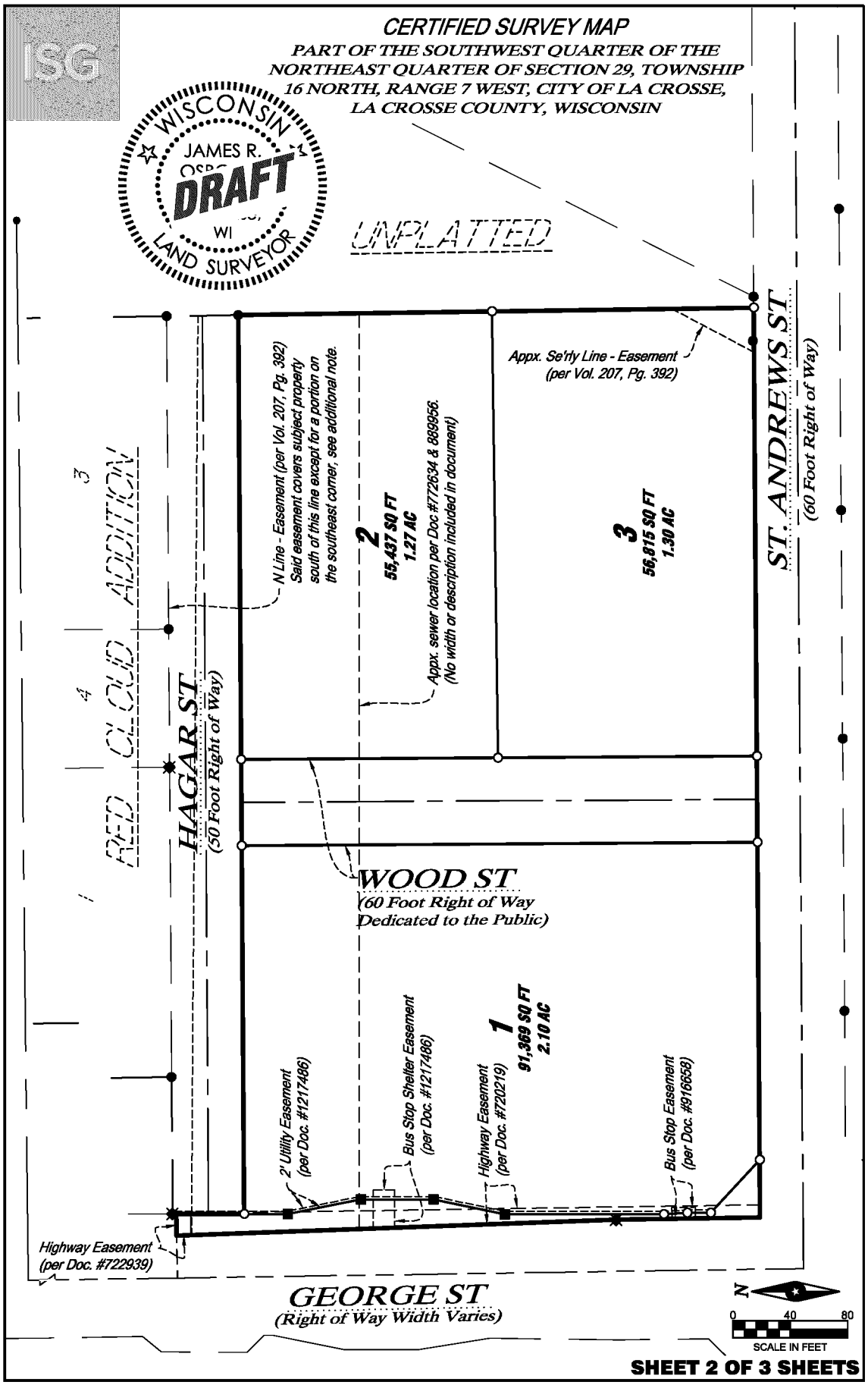
CERTIFIED SURVEY MAP
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN
ISG
WISCONSIN
JAMES R.
DRAFT
WI
LAND SURVEYOR
UNPLATTED
ST. ANDREWS ST
(60 Foot Right of Way)
Appx. Se'rly Line - Easement
(per Vol. 207, Pg. 392)
N Line - Easement (per Vol. 207, Pg. 392)
Said easement covers subject property
south of this line except for a portion on
the southeast corner, see additional note.
2
55,437 SQ FT
1.27 AC
Appx. sewer location per Doc #772634 & 889956.
(No width or description included in document)
3
56,815 SQ FT
1.30 AC
HAGAR ST
(50 Foot Right of Way)
WOOD ST
(60 Foot Right of Way
Dedicated to the Public)
1
91,369 SQ FT
2.10 AC
2' Utility Easement
(per Doc. #1217486)
Bus Stop Shelter Easement
(per Doc. #1217486)
Highway Easement
(per Doc. #720219)
Bus Stop Easement
(per Doc. #916658)
Highway Easement
(per Doc. #722939)
GEORGE ST
(Right of Way Width Varies)
N
0
40
80
SCALE IN FEET
SHEET 2 OF 3 SHEETS

Exhibit E

Construction Schedule

Wood Street Extension

Task	Duration
1. Erosion Control and Traffic Control	2 Days
2. Removals	3 Days
3. Sanitary Sewer Construction	8 Days
4. Watermain Construction	7 Days
5. Storm Sewer	5 Days
6. Grading & Base Aggregate	5 Days
7. Retaining Wall Construction	10 Days
8. Curb & Gutter	3 Days
9. Concrete Paving	10 Days
10. Asphalt Patching (St. Andrews)	2 Days
11. Sidewalk Paving	5 Days
12. Lighting Install	5 Days
13. Topsoiling & Seeding	3 Days

Total expected duration. 14 weeks.

EXHIBIT Z

PROMISSORY NOTE

$1,019,706 July 9, 2026

FOR VALUE RECEIVED, the City of La Crosse, a Wisconsin municipality ("Borrower") promises to pay to Stizo, LLC, a Wisconsin limited liability company ("Lender") the sum of One Million Nineteen Thousand Seven Hundred Four and 00/100 Dollars ($1,019,704) with interest at the rate of zero percent (0%) per annum on the unpaid balance until September 1, 2028. The payback is based on an estimate of six and one-half percent (6.5). Therefore, commencing September 1, 2028, with such interest rate of six and one-half percent (6.5%) on the unpaid balance, the principal and interest shall be payable in five (5) consecutive, annual installments The first installment of Forty Thousand Dollars ($40,000) is due September 1, 2028. The second installment of One Hundred Thirty Thousand Dollars ($130,000) is due on September 1, 2029. The Third Installment of Eight Hundred Eighty-Six Thousand Two Hundred Thirty-Two Dollars ($886,232) is due September 1, 2030, and the final payoff of Two Hundred Sixty Thousand Two Hundred Ninety Dollars ($260,290) is due on September 1, 2031. If the actual interest rate borrowed by the developer is less than that, payments shall be adjusted accordingly

Interest is computed for the actual number of days principal is unpaid on the basis of a 360-day year.

Each maker and endorser hereby waives presentment, demand, notice of dishonor and protest and consents to any and all extensions and renewals hereof without notice thereof. Prepayment is permitted at any time without penalty.

All unpaid principal and accrued interest bear interest after maturity of this Promissory Note, whether occurring through lapse of time or acceleration, at the rate of ten percent (10%) per year until paid. If any payment is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of five percent (5%) of the unpaid installment due.

If Borrower fails to make a payment under this Promissory Note when due, and the default continues for twenty (20) days, Lender, by written notice to Borrower, may declare the entire balance of principal and accrued interest to be immediately due and payable.

In the event of Borrower's default, to the extent permitted by law, Borrower shall pay to Lender all reasonable costs and expenses before and after judgment, including without limitation, attorney's fees incurred by Lender in enforcing its rights under this Promissory Note.

This Promissory Note shall be binding on the heirs, successors and assigns of the parties herein.

CITY OF LA CROSSE

By: _____
Name: Shaundel Washington-Spivey
Title: Mayor

By: _____
Name: Nikki Elsen
Title: City Clerk

EXHIBIT AA: WOOD STREET CONSTRUCTION ESTIMATE

Wood Street Development Agreement

	11-Jun-26 Uses	Remarks
Land Cost	$115,992	
Engineering Survey, Design, & Bidding	$77,500	
Construction Inspection & Administration	$75,110	
Street Construction	$682,820	Includes all water and sanitary sewer mains and appurtenances through the development
15% Construction Contingency	$68,282	
Total	$1,019,704	