



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Board of Public Works

Monday, April 29, 2024

10:00 AM

Council Chambers
City Hall, First Floor

The Board of Public Works meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by visiting the Legislative Information Center (<https://cityoflacrosse.legistar.com/Calendar.aspx>) and clicking on the video link to the far right in the meeting list.)

Call to Order

Roll Call

Approval of Minutes

Minutes from April 22, 2024.

Agenda Items:

- [24-0490](#) Preliminary resolution declaring intent to exercise special assessment powers under Secs. 66.0829 and 66.0703, Wisconsin Statutes, relating to the operating and maintenance of a downtown parking system.
- [24-0511](#) Resolution to support the designation of the Mississippi River Trail within the limits of the City of La Crosse.
- [24-0518](#) Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.
- [24-0587](#) Bidder's Proof of Responsibility.
- [24-0589](#) Construction Contract Final Payments.
- [24-0594](#) Charter Communications SPP request for communications in ROW Between Jay And Main St.
- [24-0597](#) City Brewery Compliance Order.
- [24-0598](#) Request from Street Department to purchase back a City of La Crosse auction vehicle for use by department sign shop and electrician.
- [24-0599](#) Renewal of Brush Site Lease with Today's Trees Service.

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, with as much advance notice as possible.

Board members: Mitch Reynolds, Tamra Dickinson, Rebecca Schwarz, Andrea Trane, Matthew Gallagher.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0490

Agenda Date: 5/2/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

PRELIMINARY RESOLUTION DECLARING
INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER
SECS. 66.0829 AND 66.0703, WISCONSIN STATUTES,
RELATING TO THE OPERATION AND MAINTENANCE
OF A DOWNTOWN PARKING SYSTEM.

BE IT RESOLVED by the Common Council of the City of La Crosse:

1. That the City Council hereby declares its intention to exercise its power under Section 66.0829(2) and Section 66.0703 Wisconsin Statutes, to levy special assessments for the cost of operating and maintaining the parking system in downtown La Crosse upon property within the following described area for benefits conferred upon such property, to-wit:

(LEGAL DESCRIPTION AND MAP ATTACHED)

2. That said costs may include operating, maintenance and replacement costs, and interest on any unpaid capital cost, with a credit for revenues from the parking system and parking tickets.
3. That for purposes of this special assessment, the parking system in downtown La Crosse shall include all publicly operated off-street parking spaces and on-street parking spaces within the boundaries of the above-described area.
4. That the total amount assessed against such district shall not exceed the total costs of operating and maintaining the downtown La Crosse parking system, and the amount assessed against any parcel shall not be greater than the benefits accrued thereto from said parking system.
5. That the assessment against any parcel shall be paid in the same manner as payment of real property taxes.
6. That the Board of Public Works shall prepare a report which shall consist of:
 - A. An estimate of the entire cost of operating and maintaining the downtown parking system for the period from September 1, 2024, through August 31, 2025, including a credit for revenues from the parking system.
 - B. The estimated amount of each parcel of property within the assessment district of the assessment of benefits to be levied shall be determined by the Common Council after public hearing.
7. That when the report is completed, the Board of Public Works shall file a copy of the report with the City Clerk for public inspection.
8. That upon receiving the report of the Board of Public Works, the Clerk shall cause notice to be given stating the general boundary lines of the proposed assessment district (including a small map thereof), the time and place at which the report may be inspected and the time and place of the public hearing on the matter as contained in the preliminary resolution and the report. This notice shall be published as Class One notice and a copy shall be mailed, at least ten days before the hearing, to every known interested party.
9. That the hearing shall be held at a place and time set by the City Clerk in accordance with Section 66.0703(7), Wisconsin Statutes.

PARKING DISTRICT BOUNDARY

REVISED 4/12/2019

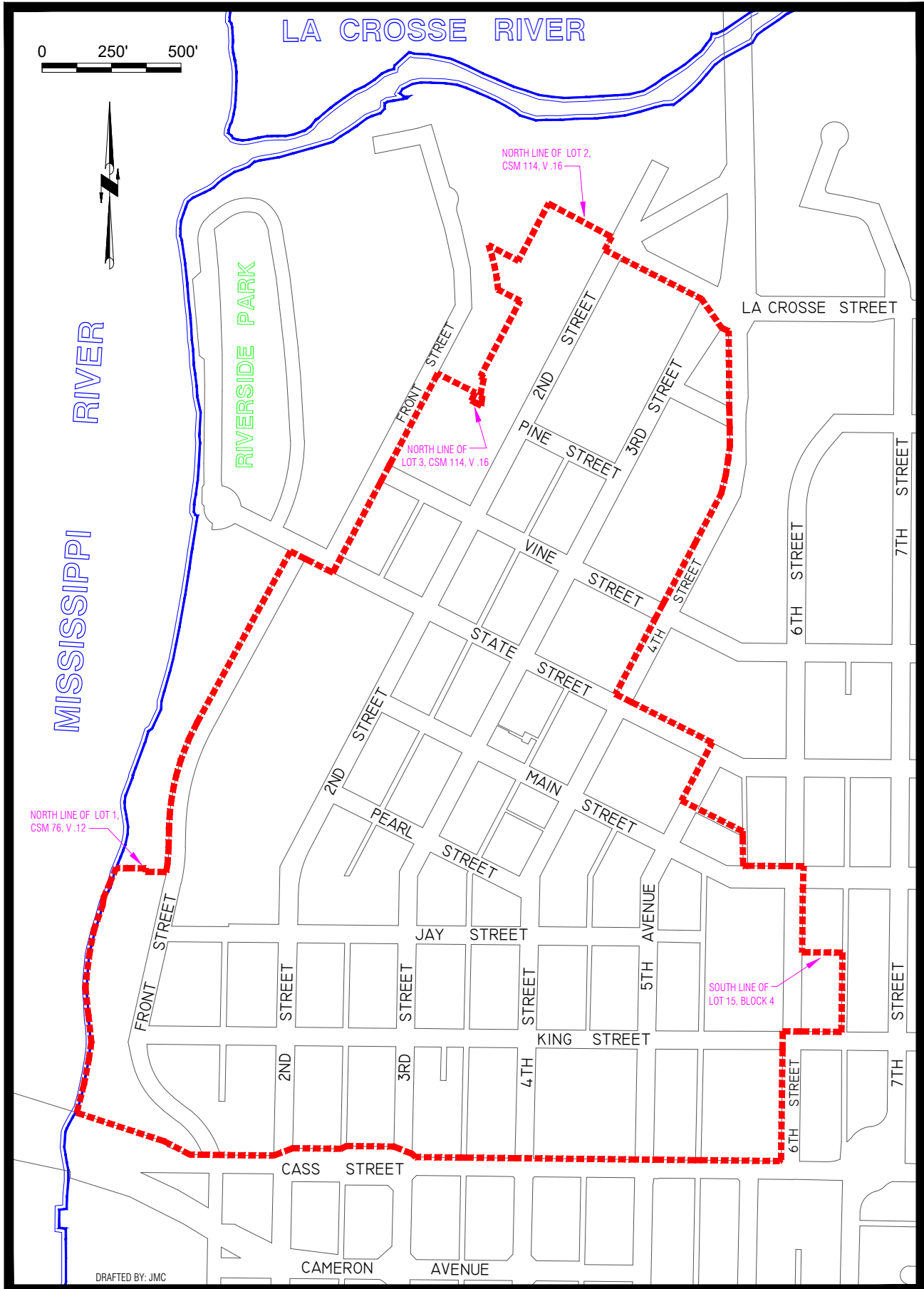


EXHIBIT B
BOUNDARY DESCRIPTION
FOR
DOWNTOWN PARKING AREA

Beginning at the intersection of the North line of Cass Street and the Easterly bank of the Mississippi River; thence East along the North line of Cass Street to the West line of 6th Street; thence North along the West line of 6th Street to the North line of King Street; thence East along the North line of King Street to the West line of the North-South alley between 6th Street and 7th Street; thence North along the West line of said North-South alley to South line of Lot 15 of Block 4 of Burns and Overbaugh Addition; thence East along said South line of Lot 15 to the East line of 6th Street; thence North along said East line of 6th Street to the North line of Main Street; thence West along the North line of Main Street to the West line of the North-South alley between 5th Avenue and 6th Street; thence North along said West alley line to the North line of the East-West alley between Main Street and State Street; thence West along the North line of said alley and North line extended to the Westerly line of 5th Avenue; thence North along the West line of 5th Avenue and West line extended to the North line of State Street; thence West along the North line of State Street to the West line of 4th Street; thence North along the West line of 4th Street to its intersection with the South line of La Crosse Street; thence Westerly along said South line of La Crosse Street and South line extended to the West line of 2nd Street; thence Northerly along said West line of 2nd Street to the Northeast corner of Lot 2 of a Certified Survey Map found in Volume 16, Page 114 (document number 1668039); thence Westerly along the North line of said Lot 2 to the Westerly line thereof; thence Southerly along the West lines of said Lot 2 to the North line of Lot 3 of said CSM; thence Westerly along said North line to the Northwest corner of said Lot 3; thence Northerly on a line perpendicular to the vacated North line of Pine Street, 33 feet more or less to the former North line of vacated Pine Street; thence Westerly along said former North line of vacated Pine Street to the East line of Front Street; thence South along the East line of Front Street to the South line of State Street; thence West along the South line of State Street 170 feet more or less to the West line of Front Street; thence South along the West line of Front Street to the intersection of the North line of a Certified Survey Map found in Volume 12, Page 76 (document number 1423251) and the West line of Front Street; thence West along said North line to its intersection with the Easterly bank of the Mississippi River; thence South along the Easterly bank of the Mississippi River to the North line of Cass Street and the Point of Beginning.

Revised: 7/13/2002
Revised by: pc 9/11/2002
Revised by: jmc 4/12/2019

S:_PROJECTS\2019 MISC\2019-010 Parking Assessment District Map and Legal Modifications\2019 Paking District Legal Description Revisions.DOC



CITY OF LA CROSSE

**400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0511

Agenda Date: 4/30/2024

Version: 1

Status: New Business

In Control: Judiciary & Administration Committee

File Type: Resolution

Resolution to support the designation of the Mississippi River Trail within the limits of the City of La Crosse.

RESOLUTION

WHEREAS, bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the Mississippi River Trail is a national bicycle route, along the length of the Mississippi River, through ten states, from the headwaters at Lake Itasca to the Gulf of Mexico; and

WHEREAS, the Mississippi River Trail was designated as one of only 16 National Millennium Trails which honor the past and imagine the future by preserving and commemorating major events and aspects of America's history and culture; and

WHEREAS, the Mississippi River Trail provides access to and promotes the scenic, historic, archaeological, cultural, recreational and natural qualities of the Mississippi River and its amenities; and

WHEREAS, the Mississippi River Trail is located primarily on the Wisconsin All-American Great River Road National Scenic Byway (WIS 35) between Prescott and Illinois State Line, but also routed on other state and county highways, local roads or alternative routes for bicycling; and

WHEREAS, the Wisconsin Mississippi River Parkway Commission and City of La Crosse, with the cooperation of the Wisconsin Department of Transportation, Wisconsin Department of Natural Resources and other stakeholders, have proposed a specific route to be designated as Mississippi River Trail; and

WHEREAS, the Mississippi River Trail implements Wisconsin Statutes Chapters 1.11, 84.01(35), 84.60, and 85.02, 349.23 and Wisconsin Administrative Code Chapter Trans 400 which required that "due consideration to establishing bikeways and pedestrian ways in all new highway construction and reconstruction projects"; and

WHEREAS, the Mississippi River Trail adds value to existing roads and trails; and

WHEREAS, the Mississippi River Trail is largely ready to sign and market, and many suggested improvements are already planned; and

WHEREAS, the Mississippi River Trail will contribute to sustainable economic development in 33 Wisconsin Mississippi River communities; and

WHEREAS, the proposed route for the Mississippi River Trail comes through City of La Crosse and can therefore provide a benefit to our residents and businesses; and

WHEREAS, the Mississippi River Trail will provide increased recreational and transportation choices for individuals to enjoy the outdoors as well as provide health, economic, and quality of life benefits; and

WHEREAS, the Mississippi River Trail continues Wisconsin's tradition of honoring and enhancing the Mississippi River by offering multiple bicycling experiences, each in a unique river landscape; and

WHEREAS, staff have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that in order to receive full benefit of the Mississippi River Trail they hereby express approval and support for the development of the Mississippi River Trail, and requests that the appropriate officials see to it that the route is officially designated along the following segments within the limits of City of La Crosse:

SOUTHBOUND: Multi-use path along the west side of WIS 35 from the north city limits south to the intersection with Livingston Street, turn left and continue east on Livingston Street to the intersection with Avon Street, turn right and continue south on Avon Street to the intersection with Monitor Street, turn left and continue east on Monitor Street approximately 500-feet to the intersection with the Jim Asfoor, La Crosse River Marsh Trail, turn right and continue southwest on the Jim Asfoor, La Crosse River Marsh Trail to the intersection with the Vietnam Veterans, La Crosse River Marsh Trail, turn right and continue west on the Vietnam Veterans, La Crosse River Marsh Trail to the intersection with Veterans Memorial Drive, turn right and continue south on Veterans Memorial Drive to the intersection with La Crosse River Walk, turn right and continue south on La Crosse River Walk to the intersection with Front Street/King Street, stay straight and continue east on King Street to the intersection with 2nd Street, turn right and continue south on 2nd Street to the intersection with Market Street, turn right on Market Street and continue west on Market Street until it ends, stay straight and continue south on Houska Park Trail to the intersection with Marco Drive, turn left and continue east on the trail/bridge to the intersection with Cook Street, turn right and continue south and east on the trail until the trail splits, turn right and continue east on the trail to the intersection with Maple Street, stay straight and continue east on Maple Street to the intersection with West Avenue, turn right and continue south on West Avenue to the intersection with Bennett Street, turn left and continue east on Bennett Street to the intersection with 13th Street, turn right and continue south on 13th Street to the intersection with Chase Street/Riverside Drive, stay straight and continue south on Riverside Drive to the intersection with Thompson Street, turn left and continue east on Thompson Street to the intersection with 15th Street, turn right and continue south on 15th Street to the intersection with Gladys Street, turn slight left and continue south and east on Gladys Street to the intersection with East Avenue, turn right and continue south on East Avenue to the intersection with Shelby Road, stay straight and continue south on East Avenue/Bank Drive to the intersection with East Burr Oak Street, turn left and continue east on East Burr Oak Street to the intersection with Markle Road, turn right and continue south on Markle Road to the intersection with South Richard Drive, turn left and continue east on South Richard Drive to the intersection with Robin Hood Drive, turn right and continue southeast on Robin Hood Drive to the intersection with Nottingham Avenue, turn right and continue south on Nottingham Avenue to the intersection with Scarlett Drive, turn left and continue east on Scarlett Drive to the intersection with Regional Route 1/Pammel Creek Bridge, turn right and continues

south on Regional Route 1/Pammel Creek Bridge to the intersection with Rivercrest Drive North, turn left and continue south on Rivercrest Drive North to the intersection with 33rd Street South, turn left and continue east on 33rd Street South to the intersection with WIS 35/Mormon Coulee Road, turn right on the multi-use path along the west side of WIS 35/Mormon Coulee Road and continue south on the multi-use path to the south city limits.

NORTHBOUND: Multi-use path along the west side of WIS 35/Mormon Coulee Road from the south city limits north to the intersection with 33rd Street South, turn left and continue west on 33rd Street South to the intersection with Rivercrest Drive North, turn right and continue north on Rivercrest Drive North to the intersection with Regional Route 1/Pammel Creek Bridge, turn right and continue north on Regional Route 1/Pammel Creek Bridge to the intersection with Scarlett Drive, turn left and continue west on Scarlett Drive to the intersection with Nottingham Avenue, turn right and continue north on Nottingham Avenue to the intersection with Robin Hood Drive, turn left and continue northwest on Robin Hood Drive to the intersection with South Richard Drive, turn left and continue west on South Richard Drive to the intersection with Markle Road, turn right and continue north on Markle Road to the intersection with East Burr Oak Street, turn left and continue west on East Burr Oak Street to the intersection with Bank Drive, turn right and continue north on Bank Drive/East Avenue South to the intersection with Shelby Road, stay straight and continue north on East Avenue to the intersection with Gladys Street, turn left and continue north and west on Gladys Street to the intersection with 15th Street, turn slight right and continue north on 15th Street to the intersection with Thompson Street, turn left and continue west on Thompson Street to the intersection with Riverside Drive, turn right and continue north on Riverside Drive to the intersection with Chase Street/13th Street, stay straight and continue north on 13th Street to the intersection with Bennett Street, turn left and continue west on Bennett Street to the intersection with West Avenue, turn right and continue north on West Avenue to the intersection with Maple Street, turn left and continue west on Maple Street until it ends, stay straight and continue west on the trail until the trail splits, turn left and continue north and west on the trail to the intersection with Cook Street, turn left and continue west on the trail/bridge to the intersection with Marco Drive, turn right and continue north on Houska Park Trail to the intersection with Market Street, stay straight and continue east on Market Street to the intersection with 2nd Street, turn left and continue north on 2nd Street to the intersection with King Street, turn left and continue west on King Street to the intersection with Front Street/La Crosse River Walk, turn right and continue north on La Crosse River Walk to the intersection with Veterans Memorial Drive, turn left and continue north on Veterans Memorial Drive to the intersection with Vietnam Veterans, La Crosse River Marsh Trail, turn left and continue east on Vietnam Veterans, La Crosse River Marsh Trail to the intersection with the Jim Asfoor, La Crosse River Marsh Trail, turn left and continue northeast on the Jim Asfoor, La Crosse River Marsh Trail to the intersection with Monitor Street, turn left and continue west on Monitor Street to the intersection with Avon Street, turn right and continue north on Avon Street to the intersection with Livingston Street, turn left and continue west on Livingston Street to the intersection with WIS 35, cross WIS 35 to the multi-use path along the west side of WIS 35, turn right on the multi-use path along the west side of WIS 35 and continue north on the path to the north city limits.

BE IT FURTHER RESOLVED that the Director of Engineering and Public Works, Director of Planning, Development and Assessment, and Director of Parks and Recreation are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

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Fiscal Impact

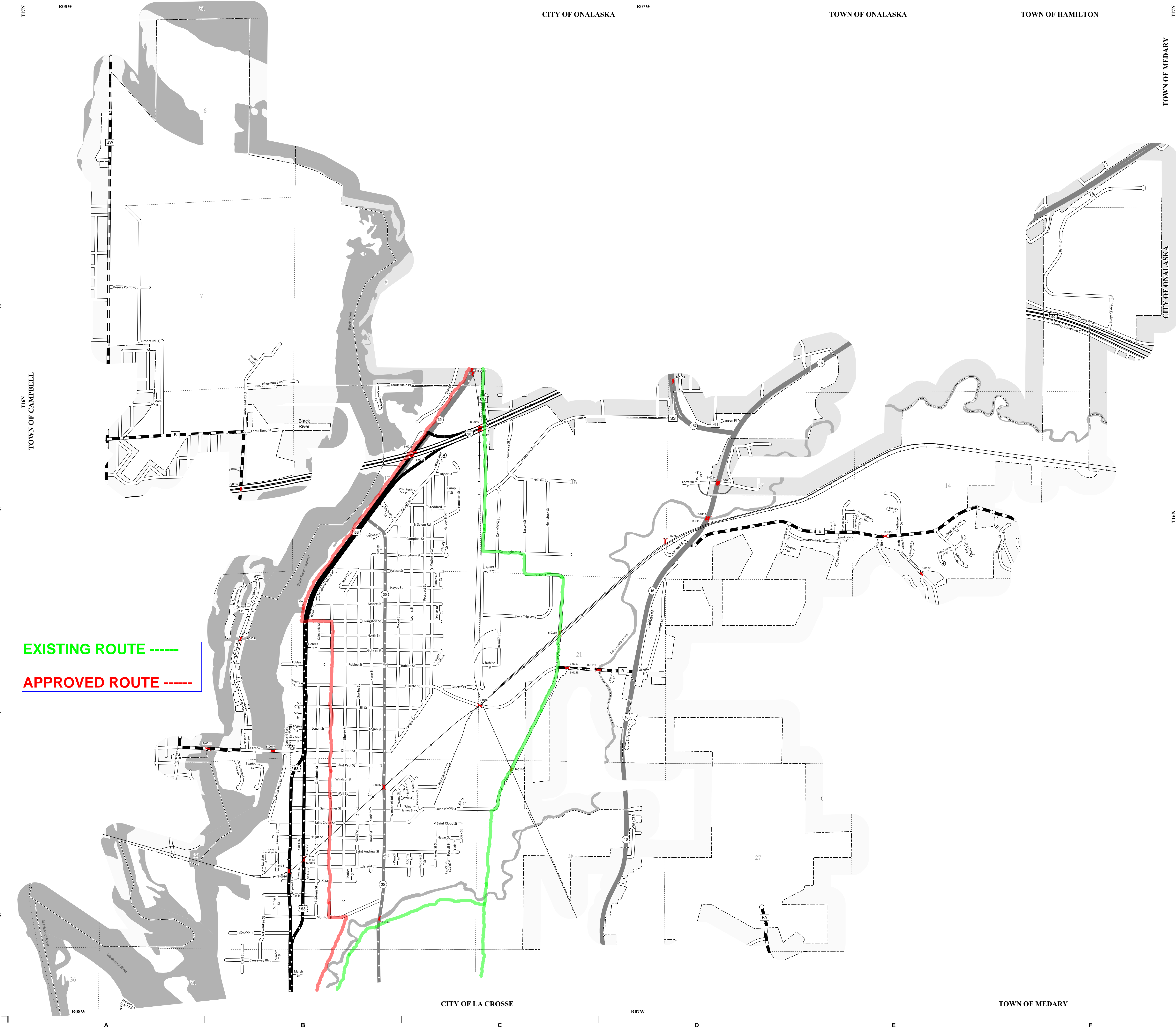
Staff Recommendation

	DATE	MILEAGE FOR LOCAL ROADS/STREETS	LOCAL ROADS/STREETS	
			Certified in accordance with sec. 86.30 Wis. stat.	
(1)	4-1-20	194.09	Name: _____ Title: _____	Signature: _____ Date: _____
(2)	1-1-21	-		
(3)	4-1-21	-		

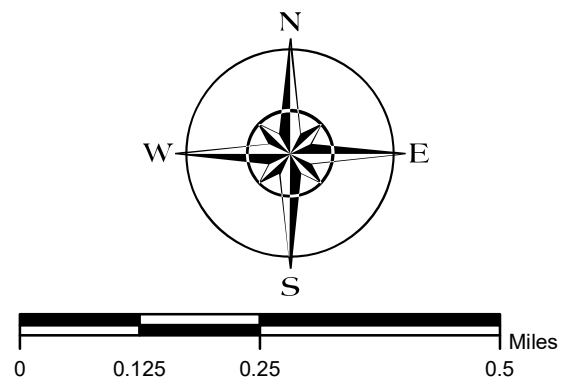
MILEAGE FOR COUNTY TRUNKS	MILEAGE FOR COUNTY OTHER ROADS
4.91	00.00

- (1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR PAST TRANSPORTATION AIDS.
- (2) THE TOWN CHAIRMAN OR CITY/VILLAGE CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OPEN TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE PLAT.
- (3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, ANNEXATION, ETC. TRANSPORTATION AID PAYMENTS MAY BE MADE BASED ON THIS FIGURE.

CITY OF
LA CROSSE
COUNTY: LA CROSSE

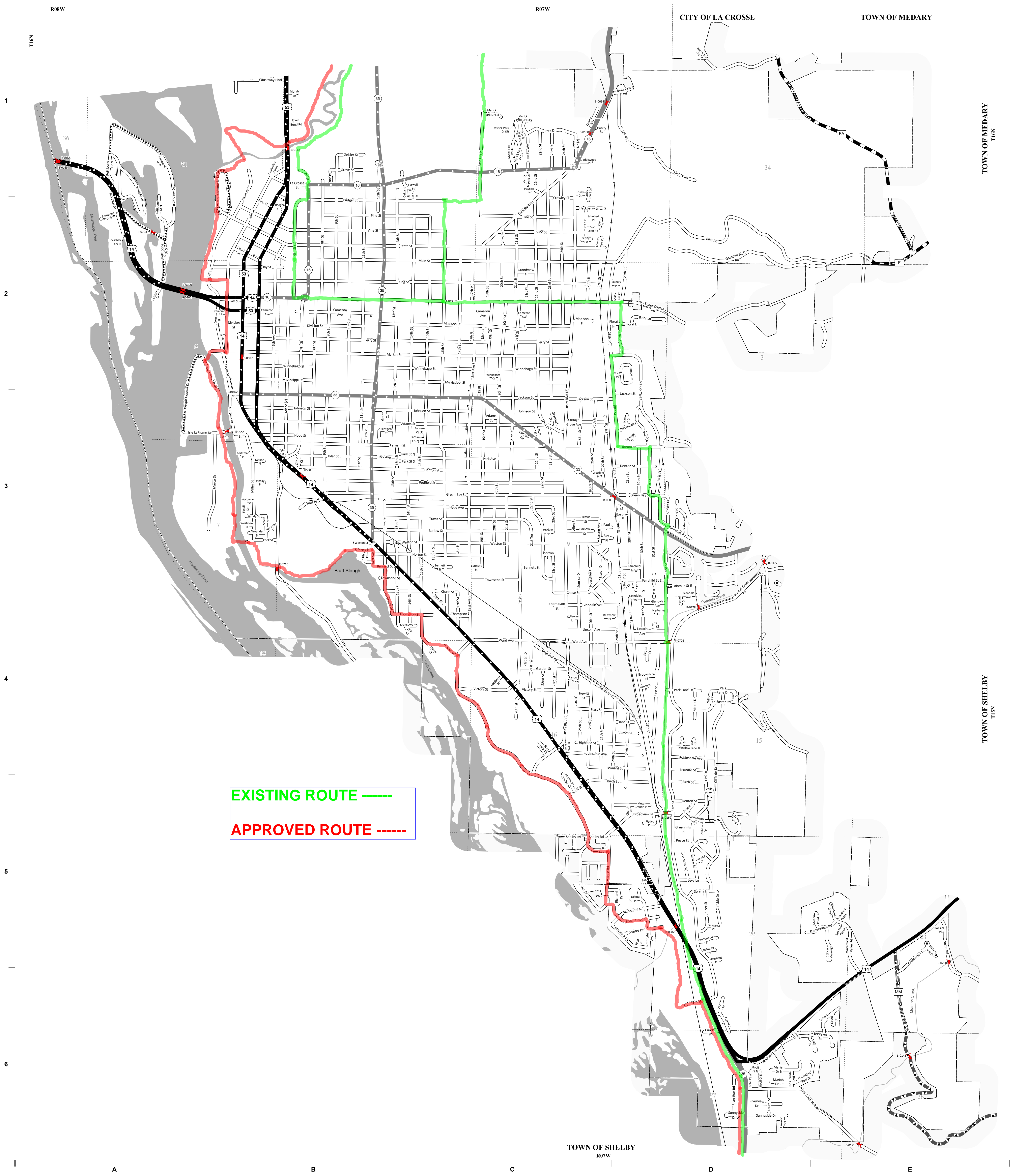


- LEGEND:
- County Trunk Highway
 - Local Road
 - Frontage-Local
 - Park Road-Local
 - Interstate Highway
 - US Highway
 - State Trunk
 - State On/Off Ramp
 - State Connector
 - US Connecting Highway
 - State Connecting Highway
 - Railroad
 - CVT Border
 - PLSS Border
 - Bridge



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CITY OF
LA CROSSE
COUNTY: LA CROSSE



- LEGEND:**
- | | | |
|----------------------|--------------------------|-------------|
| County Trunk Highway | State Trunk | Railroad |
| Rustic Road-County | State On/Off Ramp | CVT Border |
| Local Road | State Connector | PLSS Border |
| Park Road-Local | US Connecting Highway | Bridge |
| US Highway | State Connecting Highway | |

N
W E S

0 0.125 0.25 0.5 Miles

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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0518

Agenda Date: 5/2/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via Resolution #23-0805; and

WHEREAS, on 12-13-23 the Common Council approved the sale of this property to the Delagraves for \$211,000.00 via resolution #23-1367; and

WHEREAS, prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property; and

WHEREAS, due to the additional cost and time associated with these needed corrections the Delagraves have requested a reduced sale price of the property from \$211,000 to \$180,000 and an adjusted construction timeline to allow for more time to incorporate these corrections.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-63, to Sarah and Dylan Delagrave for the adjusted amount of \$180,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by April 2026 and complete construction by December 2026.
- All other provisions of the original sale agreement remain.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated 10/18/23, and accepted on 10/10/23,
2 for the purchase and sale of real estate at La Crosse County Tax Parcel Number 17-10575-63 and 17-10575-64,
3 _____, Wisconsin as follows:
4 Closing date is changed from 2/15, 24, to 6/7, 24.
5 Purchase price is changed from \$211,000 to \$180,000.
6 Other: Development time frame to start date of April 2026 with completion date of December 2026.

31 The attached _____ is/are made part of this Amendment.
32 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
33 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
34 offering the Amendment on or before 5/24/24 (Time is of the Essence). Delivery
35 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Amendment.
37 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
38 **delivery as provided at lines 33-34.**

39 This Amendment was drafted by _____ on _____
40 _____ Licensee and Firm ▲ Date ▲

41 This Amendment was presented by _____ on _____
42 _____ Licensee and Firm ▲ Date ▲

43 (x) Sarah Delagrave 4/1/24 (x) _____
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲
45 Print name ► Date ▲

46 (x) Dylan Delagrave 4/1/24 (x) _____
47 Buyer's Signature ▲ Date ▲ Seller's Signature ▲
48 Print name ► Date ▲

49 This Amendment was rejected _____
50 _____ Party Initials ▲ Date ▲

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** October 18, 2023 **[DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Sarah and Dylan Delagrave and/or assigns

4 offers to purchase the Property known as La Crosse County Tax Parcel Numbers 17-10575-64 and 17-10575-63

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the City _____ of Onalaska, County
8 of La Crosse Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two-Hundred-Eleven-Thousand and 00/100 Dollars (This Purchase Price is subject
10 to the escalator clause found in the "Additional Provisions" section hereof Dollars (\$ 211,000.00)).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: NONE

13 _____
14 _____
15 _____
16 All personal property included in purchase price will be transferred by bill of sale or N/A

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: Seller's personal property

21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before October 31, 2023. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on or before December 31, 2023

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ **EARNEST MONEY** of \$ 1,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as N/A
58) **STRIKE THOSE NOT APPLICABLE**
59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: **NONE**

88 . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Operation of an auto repair and towing service

182 _____
183 _____ [Insert proposed use and type and
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: Operation of an auto repair and towing service

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.
228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other _____

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 30 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
311 an inspection of _____

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
345 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

358 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or

396 (2) _____

397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and NONE

433

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 NONE

461

462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** In the event that Seller receives a bona fide offer to purchase for the Property
621 from a third party, the Purchase Price under this Commercial Offer to Purchase shall increase to One-Thousand and 00/100
622 Dollars (\$1,000.00) higher than the Purchase Price contained in said third party, bona fide Offer to Purchase. Notwithstanding
623 the foregoing, the Purchase Price under this Commercial Offer to Purchase shall not exceed Five-Hundred-Thousand and
624 00/100 Dollars (\$500,000.00). Seller shall provide a copy of said third party, bona fide Offer to Purchase prior to this clause
625 causing an increase in the Purchase Price hereunder.

626

627

628 Buyer may unilaterally assign all its rights and obligations under this Commercial Offer to Purchase to an LLC of its choosing,
629 provided that said LLC is under the control of the Buyer.

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchanger shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:
 663 Seller: (_____) Buyer: (_____)

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: _____

673 Email Address for Buyer: sarah@delsinc.com w/ copy to mmk@haleskemp.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Matt Klos

678 Buyer Entity Name (if any): _____

679 (x)  10/20/23
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Sarah Delagrave and/or assigns Date ▲

681 (x)  10/20/23
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Dylan Delagrave and/or assigns Date ▲

683
 684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): City of La Crosse

689 (x) _____
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) _____
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] _____
 694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated October 18, 2023, and accepted October 10, 2023, for
2 the purchase and sale of real estate at La Crosse County Tax Parcel Numbers 17-10575-64
3 and 17-10575-63, Wisconsin as follows:
4 Closing date is changed from _____, to _____,
5 Purchase price is changed from \$ _____ to \$ _____.
6 **Other:** Buyer has received and understood La Crosse Common Council Resolutions 23-0805 adopted August
7 10, 2023 and the draft resolution No. 23-1367, and Buyer agrees explicitly and specifically to each and all
8 terms and conditions of same, including that the Buyer shall strictly follow all design standards of the
9 covenants for the neighboring International Business Park, and submits hereby to the City for all
10 determinations and enforcement consistent therewith.
11
12 Buyer Further agrees to execute a Development Agreement with the City which regards the above standards
13 and other development requirements for the lot. The Development Agreement shall be in substantially the
14 form attached. Buyer understands that this Offer is contingent upon final approvals of the City, including
15 approval of Resolution 23-1367 and the Development Agreement. Buyer agrees that the final form of the
16 Resolution and Development Agreement may vary slightly and shall have no objection to minor changes to
17 same.
18
19 Buyer understands that the property is subject to a Pipeline Easement recorded April 6, 1964 in the La Crosse
20 County Register of Deeds Office as Document No. 750691, has reviewed the document, and shall waive any
21 objection to its terms or effect on title to the property. Buyer also understands the parcel numbers are being
22 combined and waives any objection to same.
23
24
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26

27 **Common Council Resolutions 23-0805 and 23-1367; draft**
28 The attached **development agreement, Pipeline Easement** is/are made part of this Amendment.
29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before _____ (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise
33 provided in this Amendment.
34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**
36

37 This Amendment was drafted by _____ on _____
Licensee and Firm ▲ Date ▲
38
39 This Amendment was presented by _____ on _____
Licensee and Firm ▲ Date ▲
40
41 (x) Sarah Delagrave 12/19/23 (x) [Signature] 12/19/23
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Sarah Delagrave Print name ▶
43 (x) Dylan Delagrave 12/19/23 (x) [Signature]
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
45 Print name ▶ Dylan Delagrave Print name ▶

This Amendment was rejected _____
46 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲
Drafted by Atty. Ryan R. Seib

Resolution declaring certain properties located on Kinney Coulee Rd, parcels 17-10575-64 and 17-10575-63, as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse owns parcel 17-10575-64 and 17-10575-63 located on Kinney Coulee Rd; and

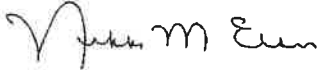
WHEREAS, there has been expressed private interest in purchasing the property; and

WHEREAS, the City does not have need for these properties and would like to offer the properties for sale.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the aforementioned parcel is declared surplus and will be offered for sale at a price determined by the City's Lead Appraiser.

BE IT FURTHER RESOLVED that the Director of Planning, Development and Assessment, Board of Public Works, and Director of Finance are hereby authorized to take any and all steps to effectuate this resolution.

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on August 10, 2023.



Nikki M. Elsen, WCMC, City Clerk
City of La Crosse, Wisconsin



Resolution approving the sale of City owned surplus properties on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave.

RESOLUTION

WHEREAS, in August 2023, the Common Council declared this land to be surplus via resolution #23-0805; and

WHEREAS, on 10-26-23, the Board of Public Works agreed to move forward with an offer from Sarah and Dylan Delagrave in the amount of \$211,000.00; and

WHEREAS, the following conditions of the sale have been agreed upon by the Board of Public Works and Sarah and Dylan Delagrave:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse hereby authorizes the sale of the land on Kinney Coulee Rd, consisting of parcel 17-10575-64 and 17-10575-63, to Sarah and Dylan Delagrave for the amount of \$211,000.00 with the following conditions:

- Sarah and Dylan Delagrave commit to commence construction of the development of this property by March 2025 and complete construction by November 2025.
- Sarah and Dylan Delagrave agree to comply with the City's commercial design review standards for the development, and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors this property.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the City Engineer, Finance Director, Parking Utility, and Board of Public Works are hereby authorized to effectuate this resolution.

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stanley Sanwick and Helen Sanwick, his wife

hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, remise and relinquish unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate a pipeline, and appurtenances thereto, across and through a strip of land fifty feet (50') in width across the following described lands situated in the County of LaCrosse and State of Wisconsin, to-wit:

Parcel 1. The West two (2) rods of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 12, Township 16 North, Range 7 West

Parcel 2. The Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) of Section 12, Township 16 North, Range 7 West



TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said premises across the adjacent lands of the Grantor for the purposes of constructing, inspecting, repairing, maintaining, replacing, re-sizing, or removing the property of the Grantee located thereon at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for agricultural purposes, pasturage, or other purposes not inconsistent with or detrimental or dangerous to the uses and facilities of the Grantee.

It is further agreed as follows:

(1) That the centerline of the easement strip conveyed hereby is described as follows:

Parcel 1. Commencing at a point on the West line of said Section 12, 680 feet North of the Southwest corner of said section; thence bearing North 81 degrees 32 minutes East a distance of 34 feet and there leaving the property at a point 33 feet East and 685 feet North of the Southwest corner of said Section 12.

Parcel 2. Commencing at a point 1,320 feet North and 1,235 feet West of the South Quarter (S $\frac{1}{4}$) corner of said Section 12; thence bearing North 60 degrees 10 minutes East a distance of 1,193 feet; thence bearing North 1 degree 11 minutes West a distance of 726 feet and there leaving the property at a point on the West Quarter (W $\frac{1}{4}$) line of Section 12 a distance of 250 feet West of the center of said Section 12.

(2) That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary cultivation of the soil.

(3) That Grantee will pay to Grantor any damages caused to Grantor's growing crops, trees, shrubbery, fences or buildings by the operation or maintenance of Grantee's pipeline.

(4) That the rights of the Grantee may be assigned in whole or in part.

(5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; that the agent of the Grantee accepting the delivery hereof has no right or authority to modify the provisions hereof either in writing or orally; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1st day of April, 1964.

Stanley Sanwick
Stanley Sanwick
Helen Sanwick
Helen Sanwick

This instrument drafted by:
Robert L. Goeken
Robert L. Goeken

ACKNOWLEDGMENT

STATE OF WISCONSIN : SS.
COUNTY OF LACROSSE :

Before me, [Signature], a Notary Public in and for said County and State, on this 1st day of April, 19 64, personally appeared Stanley Sanwick and Helen Sanwick, and his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:

6-12-1966

[Signature]
Notary Public
C. E. Backus

STATE OF WISCONSIN : SS.
COUNTY OF _____ :

Before me, _____, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

My Commission expires:

Notary PublicSTATE OF WISCONSIN : SS.
COUNTY OF _____ :

I _____, hereby certify that _____

who _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, A.D., 19____.

(Title)

STATE OF WISCONSIN : SS.
COUNTY OF _____ :

I _____, hereby certify that _____

who _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, A.D., 19____.

RECORDED

APR - 6 1964

AT 9:00 A.M.
EVERETT H. RUNCE
REGISTER OF DEEDS

(Title)

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
AND OTHER MATTERS RELATING TO PARCELS 17-10575-64 AND 17-10575-63
A DEVELOPMENT IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into by and between Sarah Delagrave and Dylan Delagrave, and/or their approved assigns (“**Developer**”), and the City of La Crosse, a body corporate and politic, with its principal business office located at 400 La Crosse Street, La Crosse, WI 54601 (“**City**”).

RECITALS

WHEREAS, the Developer has received approval from the City as set forth in City Common Council Resolution Nos. 23-0805 and 23-1367, of a development to be known to be consisting of parcel 17- 10575-64 and 17-10575-63 and further legally described on **Exhibit 2** attached hereto (the “**Development**”) and located on Kinney Coulee Road in the City of La Crosse, La Crosse County, Wisconsin (“**Property**”). Developer wishes to enter this Agreement to satisfy conditions of the City Board’s approval and shall thereafter promptly proceed with recording of the Property;

WHEREAS, the City seeks to protect the health, safety, and general welfare of the community and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

WHEREAS, the City requires the Developer to comply with La Crosse International Business Park standards and covenants, and Developer agrees to do so, agreeing that the Property is located next to but not in the International Business Park;

WHEREAS, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development and is made for the mutual benefit of the Developer and the City in order to assure compliance with City Ordinances and standards;

WHEREAS, the Developer acknowledges that the City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement; and

WHEREAS, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City Ordinances, waive the right to contest the terms of the Agreement, and agree to be bound hereto, all as set forth in the Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances, and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.
2. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the City for

construction of any improvements to the Property.

3. **DEVELOPER TO REIMBURSE THE CITY FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the City pursuant to its customary practice for administering development projects, the Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The City's costs shall be determined as follows: All costs and expenses incurred by City in connection with the Development, including, but not limited to, the cost of professional services incurred by the City for the review and preparation of required documents, attendance at meetings or other related professional services. Unless the amount totals less than \$50.00, the City shall bill the Developer monthly for expenses incurred by the City. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of one percent (1%) per month.

4. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

(a) **Authority.** The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer. The Developer represents and warrants to the City that the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby constitutes a legal, valid and binding agreement of the Developer, enforceable against it. The Developer represents and warrants to the City that there are no lawsuits filed or pending to the knowledge of the Developer or threatened against the Developer that may in any way jeopardize the ability of the Developer to perform its obligations hereunder.

(b) **Quality of Work.** All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and the Subdivision Regulations of the City as directed by the City Engineer.

(c) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the parties shall indemnify and hold harmless each other, each other's its officers, agents and employees (collectively, the "Indemnitees"), and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the party responsible for construction pursuant to this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the responsible party or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect. This indemnity does not apply to any claims arising out of any willful acts or omissions, gross negligence or bad faith of any of the Indemnitees, except to the degree that causation of such claim is not due to such acts, omissions, negligence or bad faith.

(d) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10)

days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

5. COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; TRANSFER RESTRICTIONS ON SALES; OTHER LEGAL DOCUMENTS.

(a) Declaration of Covenants, Conditions and Restrictions.

- i. The Developer shall at all times prior to, during and following construction, comply with and furthermore adhere to the design standards in the covenants for the International Business Park, which neighbors the Property ("Covenants"). Developer shall receive City Plan Commission approval for the development's design plans prior to construction of the development.
- ii. Developer shall comply with all City commercial design review standards and the City's review of same. Should Developer encumber the Property with covenants, conditions or restrictions, same shall be submitted to the City for review and approval if satisfactory to the City Attorney.
- iii. The above referenced Covenants are hereby incorporated into, agreed to and adopted by Developer as covenants which run with the land, inuring to the benefit of the City and the Business Park neighboring properties. However, nothing herein incorporates this Property into the International Business Park, implies or grants voting rights or other rights appurtenant to lots in the international Business Park, or subjects this Property to any association of owners of the International Business Park.

(b) Restrictions on Transfer Of Lots Prior to Completed Construction. The Developer agrees not to convey the Property to third parties without the consent of the City, or until the construction of the agreed project is complete.

(c) Additional Matters. Other legal documents required for this Development shall be as specified on **Exhibit 2.**

6. GENERAL CONDITIONS.

(a) No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the City warrant by this Agreement that the Developer is entitled to any other required approvals. Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction or reimburse the Developer within any Phase

(b) No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.

(c) City Rights Retained. The City does not hereby waive, and expressly retains, its right to

governmental immunity and other defenses that may be available to the City. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the City's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the City retains and expressly reserves its legislative discretion.

(d) **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

(e) **Default.** A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. Remedies shall include, but not be limited to, stopping all construction in the approved final Property and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

(f) **Entire Agreement.** The purchase agreement, this written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the City with reference to development of the Property.

(g) **Attorney Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, the Developer shall pay all City costs, including reasonable attorney fees and expert witness fees.

(h) **Time.** For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under the Agreement. The Developer agrees to complete the construction of the project as described in the Phasing Plan. If there are unexpected delays, Developer must first apply for a written extension from the City, which shall not be unreasonably withheld. It shall be the responsibility of the Developer to notify the City promptly in writing of any delays whether anticipated or experienced. Projects not fully completed within four years from the date of this Agreement shall be considered breach of this Agreement and the City shall have the right to repurchase the parcels at the price originally sold to Developer, less any fees, costs or amounts due to the City by Developer per this Agreement or otherwise, in addition to any other remedies of the City hereunder. Such right of repurchase shall survive this agreement and if it should be exercised hereunder, such repurchase shall take place within 60 days at the City's option.

(i) **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

(j) **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.

(k) **Notice.** Any notice required or permitted by this Agreement shall be deemed effective

when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, and addressed as follows:

If to Developer: _____

If to City: _____
Attn: _____

(l) **Recordation.** The City may record this Agreement or a memorandum of this Agreement in the La Crosse County Register of Deeds Office.

(m) **Effective Date.** This Agreement shall be effective as of the date and year executed by both parties.

(n) **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

Exhibit 1 – Phasing Plan
Exhibit 2 – Legal Description

*[SIGNATURES ON FOLLOWING TWO PAGES]
[EXHIBITS INCORPORATED BY REFERENCE]*

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2023.

By: _____

Attest: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

COUNTY OF _____)

) ss.
)

Personally came before me this _____ day of _____, 2023, the above-named _____ and _____, _____ of the _____, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the City's authority.

Notary Public, State of Wisconsin

My Commission Expires: _____

Executed in La Crosse County, Wisconsin, on this _____ day of _____, 2023.

DEVELOPER

By: _____
Its: _____

ACKNOWLEDGMENT

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

Personally came before me this _____ day of _____, 2023, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of _____.

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument drafted by:

Ryan R. Seib
Assurity Legal LLC
2809 Fish Hatchery Road, Suite 201
Madison, WI 53713

**EXHIBIT 1
PHASING PLAN**

PHASE	LOTS	COMMENCE	COMPLETE
1			

Changes to the Phasing Plan require approval of the City Board. Changes without City approval shall be deemed a breach of the Agreement by the Developer.

EXHIBIT 2
LEGAL DESCRIPTION

DRAFT

March 5, 2024

Sarah Delagrave
Del's Service Center
221 Main Street
Onalaska, WI 54650

Re: Del's Service Center Facility Development; Parcel 17-10575-63 – Unsuitable Soils Condition

Dear Sarah,

This letter is regarding the parcel on Kinney Coulee Road N in Onalaska, WI being considered for the new Del's Service Center facility – the parcel being considered is Tax Parcel 17-10575-63. We are in receipt of, and have reviewed, the Design Phase Geotechnical Report for the subject site prepared by Chosen Valley Testing dated February 14, 2024.

The Design Phase Geotechnical Report identifies the presence of unsuitable subsurface soils that will require correction prior to proceeding with planned building improvements on the site. We conferred with Chosen Valley Testing and a local civil engineer to confirm the extent of the unsuitable soil correction work, identifying the below correction solution:

- Removal and replacement of unsuitable soils at the building pad area (approximately 5,900CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- Removal and replacement of unsuitable soils beneath the building footings/foundations (approximately 600CY), with replacement material planned as sand with less than 10% passing the 200 Sieve.
- A local earthwork vendor quantified the above-mentioned soil correction work, with a budget of \$145,000.00.

We believe it is important to note that the Design Phase Geotechnical Report provides a snapshot of existing subsurface soil conditions at the soil boring locations, and additional unsuitable soil conditions could be encountered during construction operations. During the construction phase, we will retain the services of a licensed geotechnical engineer to witness and test the soil conditions to identify unsuitable soil conditions that could impact the performance of the planned improvements.



BREAKING NEW GROUND IN CONSTRUCTION

Please do not hesitate to contact me with any questions or comments you may have regarding this matter.

Sincerely,

Chris Walters, President
DBS Group, LLC

Cc: Mike Campbell, Design Director
Jason Stefferud, Director of Preconstruction

Subject RE: City of La Crosse Parcel combination request 17-10575-64 and 17-10575-63

For the estimated value of these two parcels as one unit, I would estimate a range from \$180,000-\$211,000.

Take Care,

Shannon L. Neumann | City Assessor

City of La Crosse Assessor's Office

400 La Crosse St. 54601

608-789-7525 Main | 608-789-7544 Office

neumanns@cityoflacrosse.org

www.cityoflacrosse.org





CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
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

Agenda Item 24-0518 (Julie Emslie)

Resolution amending the sale agreement of City owned surplus property on Kinney Coulee Rd, parcel 17-10575-63, to Sarah and Dylan Delagrave.

General Location

This parcel is adjacent to the International Business Park on the southeast corner. It is in City District 2.

Background Information

The Council approved the sale of this property to Sarah & Dylan Delagrave at the December 2024 meeting for \$211,000. Prior to closing on the sale of the property, the Delagraves completed a Design Phase Geotechnical Report on the property which identified unsuitable subsurface soils that require significant correction prior to the planned building improvement on the property. A letter from the Delagrave's General Contractor, DBS group, is attached to this legislation. This letter outlines the level of correction that is needed, and costs associated with this correction.

Due to the corrections needed, the Delagraves have requested a lowered sale price of \$180,000 and an extension to their construction timeline. \$180,000 is within the range of estimated value provided by the City Assessor.

Recommendation of Other Boards and Commissions

This will be reviewed by the Board of Public Works at the April 29, 2024, meeting.

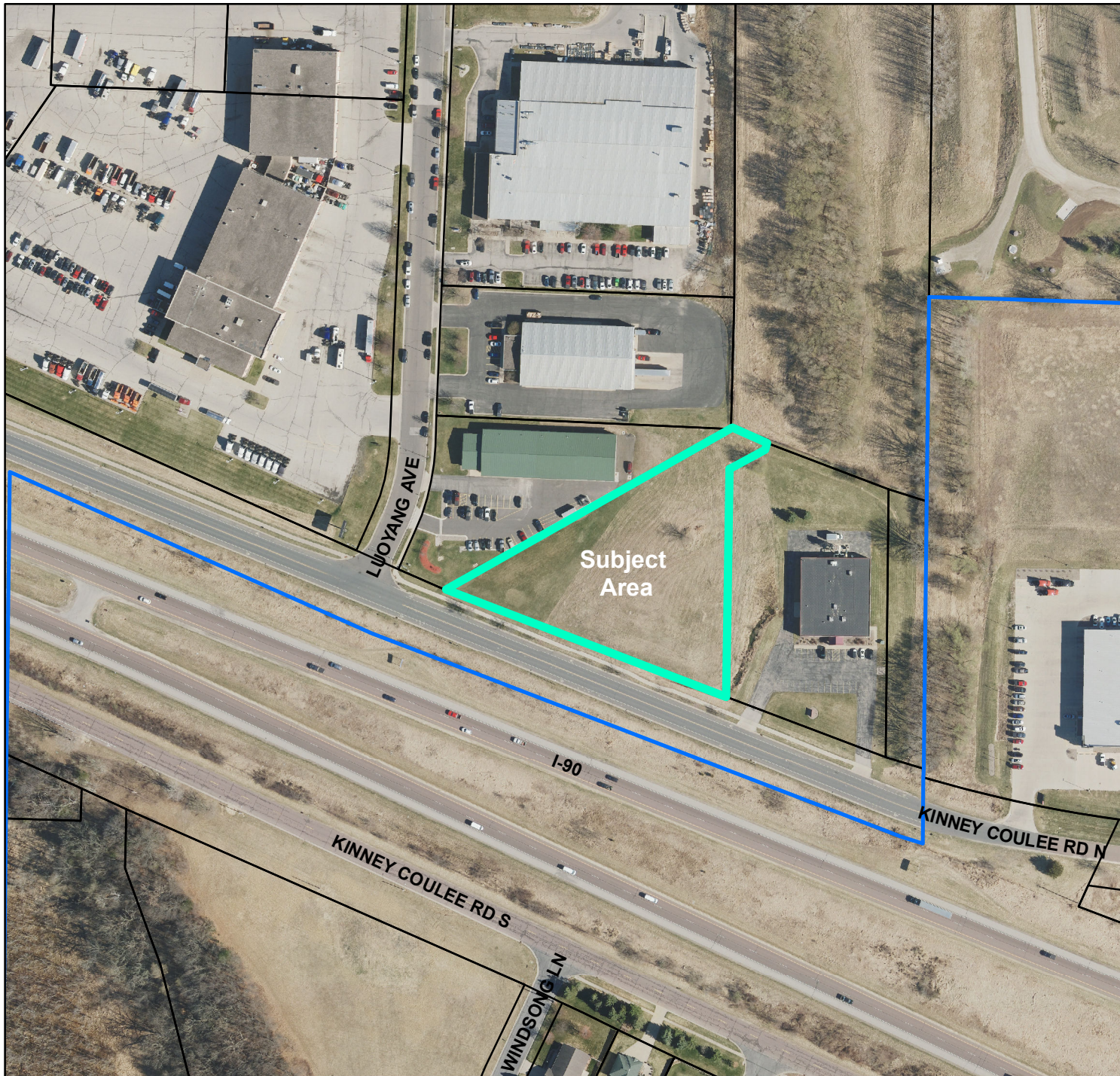
Consistency with Adopted Comprehensive Plan

Although not included in the boundary of the International Business Park, this parcel is identified in district D-6, International Business Park in the Comprehensive Plan. Development in the industrial/business parks is encouraged in the Comprehensive Plan and this proposed use would be complementary to this area.

Staff Recommendation

Approval

Routing F&P 5.2.24



BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
	C3 - COMMUNITY BUSINESS
	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL
	PS - PUBLIC & SEMI-PUBLIC
	PL - PARKING LOT
	UT - PUBLIC UTILITY
	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY



0 100 200 400 Feet



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0587

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0589

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Brickl Bros., Inc. 400 Brickl Road, West Salem, WI 54669
Contract	Myrick Park Playground Phase 2 Improvements
Date	May-24
EDF #	23-028
Job Number	PRKS-23-30

FINAL	
Estimate Number	#5 May
Resolution Number	23-0422
Contingency Amount	\$0.00
Contract Amount	\$591,275.00
Change Order #3	\$550,347.43

[illegible]

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Brickl Bros., Inc. 400 Brickl Road, West Salem, WI 54669	Estimate Number	#5 May
Contract	Myrick Park Playground Phase 2 Improvements	Resolution Number	23-0422
Date	May-24	Contingency Amount	\$0.00
EDF #	23-028	Contract Amount	\$591,275.00
Job Number	PRKS-23-30	Change Order #3	\$550,347.43

FINAL

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
Total Completed							\$550,347.43
Less 0% Retainage of Total Project Estimate							\$0.00
Amount due on Contract of total amount of work to date:							\$550,347.43

Audited20.....

Total Previous Estimates \$503,592.79
Estimate No. #5 May \$46,754.64

COMPTROLLER.....

RESOLUTION

RESOLVED: That an order be drawn in favor of Brickl Bros., Inc.....
the same being payment of the estimate for the Myrick Park Playground Phase 2 Improvements

for the sum of **\$46,754.64**

Respectfully Submitted,
COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Fowler & Hammer, Inc. 313 Monitor Street, La Crosse, WI 54603
Contract	King Street Neighborhood - Phase 3
Date	May-24
EDF #	20-002.02
Job Number	TRFF-20-22

	FINAL
Estimate Number	#6 May
Resolution Number	20-0407 & 20-1297
Contingency Amount	\$45,100.00
Contract Amount	\$458,626.35
Change Order #1	\$462,722.26

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
g Street-Street Removals							
	1	1	Concrete Curb & Gutter	LF	4130.0	\$3.99	\$16,478.70
	2	4	Concrete Pavement (Any Thickness)	SY	816.0	\$1.44	\$1,175.04
	3	7	Bituminous Pavement (Any Thickness)	SY	8275.0	\$3.20	\$26,480.00
	4	6	Bituminous Sawing (Full Depth)	LF	250.0	\$4.00	\$1,000.00
	5	2	Concrete Sawing (Full Depth)	LF	61.0	\$8.00	\$488.00
	6	9	Tree Removal & Stump Grubbing	DI	0.0	\$37.28	\$0.00
	7	1001	Remove & Salvage Landscape Pavers	SF	0.0	\$2.66	\$0.00
Street-Street Installations							
	8	100	Standard Curb & Gutter (Including 6" Compacted Crushed Rock)	LF	4269.0	\$12.90	\$55,070.10
	9	121	Concrete Flatwork (4")	SF	2072.0	\$5.05	\$10,463.60
	10	121	Concrete Flatwork (5")	SF	2072.0	\$5.80	\$12,017.60
	11	121	Concrete Flatwork (6")	SF	2235.0	\$5.40	\$12,069.00
	12	121	Concrete Flatwork (7")	SF	465.0	\$5.75	\$2,673.75
	13	120	Truncated Dome Warning Fields (2'x4')	EA	30.0	\$275.00	\$8,250.00
	14	122	Concrete Pavement (Including 6" Compacted Crushed Rock Base & tie Bars) (9")	SY	1184.0	\$66.60	\$78,854.40
	15	170	Erosion Control Installation & Maintenance	LS	100%	\$5,000.00	\$5,000.00
	16	171	Temporary Traffic Control	LS	100%	\$11,978.50	\$11,978.50
	17	173	Restoration (Hydro)	SY	750.0	\$14.38	\$10,785.00
	18	1000	Reject Curb, 30" (Including 6" Compacted Crushed Rock)	LF	85.0	\$23.90	\$2,031.50
			Change Order #1	LS	100%	\$4,095.91	\$4,095.91
Page 1 of 4							

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE									
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Contractor	Fowler & Hammer, Inc.
Contract	313 Monitor Street, La Crosse, WI 54603
Date	King Street Neighborhood - Phase 3
EDF #	May-24
Job Number	20-002.02
	TRFF-20-22

	FINAL
Estimate Number	#6 May
Resolution Number	20-0407 & 20-1297
Contingency Amount	\$45,100.00
Contract Amount	\$458,626.35
Change Order #1	\$462,722.26

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
King Street-Storm Sewer							
	19	199	Core & Pour Manhole Finishing	EA	1.0	\$1,095.50	\$1,095.50
	20	200	Remove Storm Sewer Pipe (Any Size up to 10 FT Deep)	LF	122.5	\$21.30	\$2,609.25
	21	210	SDR-35 PVC Catch Basin Lead (12")	LF	227.5	\$51.65	\$11,750.38
	22	255	Catch Basin (Type A)	EA	2.0	\$1,573.01	\$3,146.02
	23	255	Catch Basin (Type B)	EA	6.0	\$1,573.01	\$9,438.06
	24	250	48" I.D. Standard Pre-Cast Concrete Manhole (Less than 5 FT)	EA	1.0	\$2,240.76	\$2,240.76
	25	250	48" I.D. Standard Pre-Cast Concrete Manhole (5-10 FT)	EA	1.0	\$5,755.26	\$5,755.26
	26	251	60" I.D. Standard Pre-Cast Concrete Manhole (5 -10 FT)	EA	1.0	\$9,585.00	\$9,585.00
	27	270	Connect to Existing Storm Manhole	EA	2.0	\$852.00	\$1,704.00
	28	273	Replace Rings (Manhole)	IN	13.0	\$53.25	\$692.25
	29	273	Replace Rings (Catch Basin Type B)	IN	12.0	\$53.25	\$639.00
	30	274	Remove & Fill Catch Basin	EA	6.0	\$213.00	\$1,278.00
King Street-Sanitary Sewer							
	31	199	Core & Pour Manhole Finishing	EA	7.0	\$1,095.50	\$7,668.50
	32	620	Deep)	EA	6.0	\$3,349.43	\$20,096.58
	33	620	Standard Pre-Cast Concrete Sanitary Manhole (10-14FT Deep)	EA	3.0	\$3,562.43	\$10,687.29
	34	611	SDR-35 PVC Sanitary Sewer Pipe (8")	LF	618.0	\$68.16	\$42,122.88
	35	611	SDR-35 PVC Sanitary Sewer Pipe (10")	LF	86.3	\$73.49	\$6,342.19
	36	611	SDR-35 PVC Sanitary Sewer Pipe (12")	LF	606.5	\$83.75	\$50,794.38
	37	610	SDR-26 PVC Sanitary Sewer Pipe (12")	LF	84.5	\$86.50	\$7,309.25
	38	612	SDR-26 PVC Sanitary Lateral (4")	LF	259.9	\$42.60	\$11,071.74
	39	612	SDR-26 PVC Sanitary Lateral (6")	LF	38.3	\$47.93	\$1,835.72
	40	1006	SDR-35 PVC Sanitary Lateral (8")	LF	31.0	\$53.25	\$1,650.75
King Street-Water							
	41	1005	2" Polystyrene Insulation	SF	32.0	\$3.41	\$109.12
Page 2 of 4							

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Fowler & Hammer, Inc. 313 Monitor Street, La Crosse, WI 54603
Contract	King Street Neighborhood - Phase 3
Date	May-24
EDF #	20-002.02
Job Number	TRFF-20-22

	FINAL
Estimate Number	#6 May
Resolution Number	20-0407 & 20-1297
Contingency Amount	\$45,100.00
Contract Amount	\$458,626.35
Change Order #1	\$462,722.26

[illegible]

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Fowler & Hammer, Inc. 313 Monitor Street, La Crosse, WI 54603	Estimate Number	#6 May
Contract	King Street Neighborhood - Phase 3	Resolution Number	20-0407 & 20-1297
Date	May-24	Contingency Amount	\$45,100.00
EDF #	20-002.02	Contract Amount	\$458,626.35
Job Number	TRFF-20-22	Change Order #1	\$462,722.26

FINAL

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
Total Completed							\$468,532.98
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$468,532.98

Audited20.....

Total Previous Estimates \$468,532.98
Estimate No. #6 May \$0.00

COMPTROLLER.....

RESOLUTION

RESOLVED: That an order be drawn in favor of Fowler & Hammer, Inc..... for the sum of **\$0.00**
the same being payment of the estimate for the King Street Neighborhood - Phase 3

Respectfully Submitted,
COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor Gerke Excavating, Inc.
Contract 15341 State Highway 131, Tomah, WI 54660
Date 2020 Curb & Gutter with Utilities
EDF # May-24
Job Number 20-006
CURB-20-04

FINAL
Estimate Number #10 May
Resolutions: 20-0119 20-1339 20-1771
Contingency Amount \$64,736.66
Contract Amount \$569,263.34
Change Order #1 \$592,480.38

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
Street-Removals							
	1	1	Concrete Curb & Gutter	LF	4193.0	\$2.90	\$12,159.70
	2	2	Concrete Sawing (Full Depth)	LF	34.0	\$6.53	\$222.02
	3	3	Concrete Flatwork (Any Thickness)	SF	4392.0	\$0.50	\$2,196.00
	4	6	Bituminous Sawing (Full Depth)	LF	0.0	\$10.06	\$0.00
	5	7	Bituminous Pavement (Any Thickness)	SY	0.0	\$5.86	\$0.00
	6	9	Tree Removal & Stump Grubbing	DI	235.0	\$31.07	\$7,301.45
	7	1000	Clear & Grub (shrubs & bushes)	LS	100%	\$760.12	\$760.12
SUBTOTAL - Section 1							\$22,639.29
Street-Installations							
	8	100	Standard Curb & Gutter (Including 6" Compacted Crushed Rock)	LF	4395.0	\$22.02	\$96,777.90
	9	104	Bus Stop Curb & Gutter (Including 6" Compacted Crushed Rock)	LF	50.0	\$69.18	\$3,459.00
	10	120	4" Concrete	SF	6868.0	\$7.16	\$49,174.88
	11	121	5" Concrete	SF	1358.0	\$11.36	\$15,426.88
	12	123	6" Concrete	SF	2783.0	\$9.20	\$25,603.60
	13	124	7" Concrete	SF	775.0	\$9.49	\$7,354.75
	14	122	Truncated Dome Warning Fields (2'x4'), Cast Iron, Unpainted	EA	25.0	\$470.40	\$11,760.00
	15	174	4" Black Dirt, Hydroseeding	SY	1150.0	\$8.41	\$9,671.50
	16	170	Erosion Control Installation & Maintenance	LS	100%	\$2,447.89	\$2,447.89
	17	171	Temporary Traffic Control	LS	100%	\$11,054.40	\$11,054.40
	18	1001	Fill (clean sand)	CY	0.0	\$9.30	\$0.00
	19	1002	Trafficguard Locking Round Post (incl. anchorage system assembly per specs)	EA	1.0	\$1,719.27	\$1,719.27
SUBTOTAL - Section 2							\$234,450.07
Page 1 of 5							

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor Gerke Excavating, Inc.
Contract 15341 State Highway 131, Tomah, WI 54660
Date 2020 Curb & Gutter with Utilities
EDF # May-24
Job Number 20-006
CURB-20-04

Estimate Number #10 May
Resolutions: 20-0119 20-1339 20-1771
Contingency Amount \$64,736.66
Contract Amount \$569,263.34
Change Order #1 \$592,480.38

FINAL

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
Storm Sewer							
	20	270	48" I.D. Standard Pre-cast Concrete Manhole (less than 5ft)	EA	2.0	\$2,968.80	\$5,937.60
	21	271	48" I.D. Standard Pre-cast Concrete Manhole (5-10ft)	EA	2.0	\$3,507.86	\$7,015.72
	22	272	48" I.D. Standard Pre-cast Concrete Manhole (10-15ft)	EA	2.0	\$6,207.48	\$12,414.96
	23	288	96" I.D. Standard Pre-cast Concrete Manhole (10-15ft)	EA	1.0	\$15,665.14	\$15,665.14
	24	308	Type B Catch Basin	EA	13.0	\$2,801.05	\$36,413.65
	25	203	12" PVC SDR-35 Storm Sewer	LF	561.0	\$44.21	\$24,801.81
	26	218	24" PVC SDR-35 Storm Sewer	LF	445.0	\$79.34	\$35,306.30
	27	1003	30" Class 3 RCP Storm Sewer	LF	500.0	\$81.44	\$40,720.00
	28	223	36" Class 3 RCP Storm Sewer	LF	16.0	\$175.74	\$2,811.84
	29	1004	Remove CB	EA	1.0	\$349.10	\$349.10
	30	1005	Remove CB leads	LF	30.0	\$7.38	\$221.40
	31	1006	Remove and reinstall/replace chain link fence (George Street)	LF	150.0	\$15.29	\$2,293.50
SUBTOTAL - Section 3							\$183,951.02
Water							
	32	421	8" DIP Class 350 Cement Lined Water Main (complete with all fittings, joint restraint & poly wrapped)	LF	169.0	\$71.57	\$12,095.33
	33	420	6" DIP Class 350 Cement Lined Water Main (complete with all fittings, joint restraint & poly wrapped)	LF	267.0	\$53.89	\$14,388.63
	34	450	6" Resilient Seated Gate Valve and Valve Box (complete with all fittings)	EA	3.0	\$1,403.15	\$4,209.45
	35	402	1" Copper Water Service	LF	176.0	\$34.01	\$5,985.76
	36	404	1" Corporation Stop (complete with all fittings)	LF	5.0	\$282.44	\$1,412.20
	37	407	1" Curb Box (complete with all fittings)	EA	5.0	\$423.79	\$2,118.95
	38	472	8" x 6" REDUCER (complete with all fittings, joint restraint & poly wrapped)	EA	0.0	\$14,488.97	\$0.00
	39	464	6" x 6" CROSS (complete with all fittings, joint restraint & poly wrapped)	EA	1.0	\$970.24	\$970.24
	40	457	6" TEE (complete with all fittings, joint restraint & poly wrapped)	EA	1.0	\$400.39	\$400.39
	41	1007	FH Assembly	EA	1.0	\$4,544.04	\$4,544.04
SUBTOTAL - Section 4							\$46,124.99
Page 2 of 5							

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Gerke Excavating, Inc. 15341 State Highway 131, Tomah, WI 54660
Contract	2020 Curb & Gutter with Utilities
Date	May-24
EDF #	20-006
Job Number	CURB-20-04

			FINAL
Estimate Number	#10 May		
Resolutions:	20-0119	20-1339	20-1771
Contingency Amount	\$64,736.66		
Contract Amount	\$569,263.34		
Change Order #1	\$592,480.38		

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BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Gerke Excavating, Inc. 15341 State Highway 131, Tomah, WI 54660
Contract	2020 Curb & Gutter with Utilities
Date	May-24
EDF #	20-006
Job Number	CURB-20-04

				FINAL
Estimate Number	#10 May			
Resolutions:	20-0119	20-1339	20-1771	
Contingency Amount	\$64,736.66			
Contract Amount	\$569,263.34			
Change Order #1	\$592,480.38			

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BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Gerke Excavating, Inc. 15341 State Highway 131, Tomah, WI 54660	Estimate Number	#10 May
Contract	2020 Curb & Gutter with Utilities	Resolutions:	20-0119 20-1339 20-1771
Date	May-24	Contingency Amount	\$64,736.66
EDF #	20-006	Contract Amount	\$569,263.34
Job Number	CURB-20-04	Change Order #1	\$592,480.38

FINAL

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
Total Completed							\$612,666.93
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$612,666.93

Audited20.....

Total Previous Estimates \$581,878.96
Estimate No. #10 May \$30,787.97

COMPTROLLER.....

RESOLUTION

RESOLVED: That an order be drawn in favor of Gerke Excavating, Inc..... for the sum of **\$30,787.97**
the same being payment of the estimate for the 2020 Curb & Gutter with Utilities

Respectfully Submitted,
COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0594

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: Request



**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION
FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)**

City of La Crosse Engineering Department

Phone: 608-789-7505 Email: engineering@cityoflacrosse.org <http://cityoflacrosse.org>

Encroachment Owner: Perry McClellan-Charter Communications #5278649

Address: 1228 12th Ave S City: Onalaska State: WI Zip: 54650

Phone # 608-783-8122 608-317-6213 Email Address Perry.McClellan@charter.com

Application Preparer (if different from above) Michele Peterson-Mi-Tech Services

Relationship with Owner: contractor for design and permitting

Phone # 920-924-3690 ext 3528 Email Address mpeterso@mi-tech.us

Description of Proposed Encroachment:

bore 2" conduit in the right of way

Encroachment Addresses (List by Street and 100 blocks):

Alley between Jay and Main St

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

Signature of Owner or designee: Perry McClellan Date: 4/15/2024

Print Name and Title: Perry McClellan Construction Coordinator

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY

Required items to be provided by Applicant:

Scale Drawing of encroachments

(Complete Utility Locate by Digger's Hotline Required)



Certificate of Insurance (City as additional Insured)



Initial Application Fee \$ 100.00



City Utility Potential Conflict Notification and Sign-Off



Board of Public Works

Approval Date:

Encroachment Type:

Communications

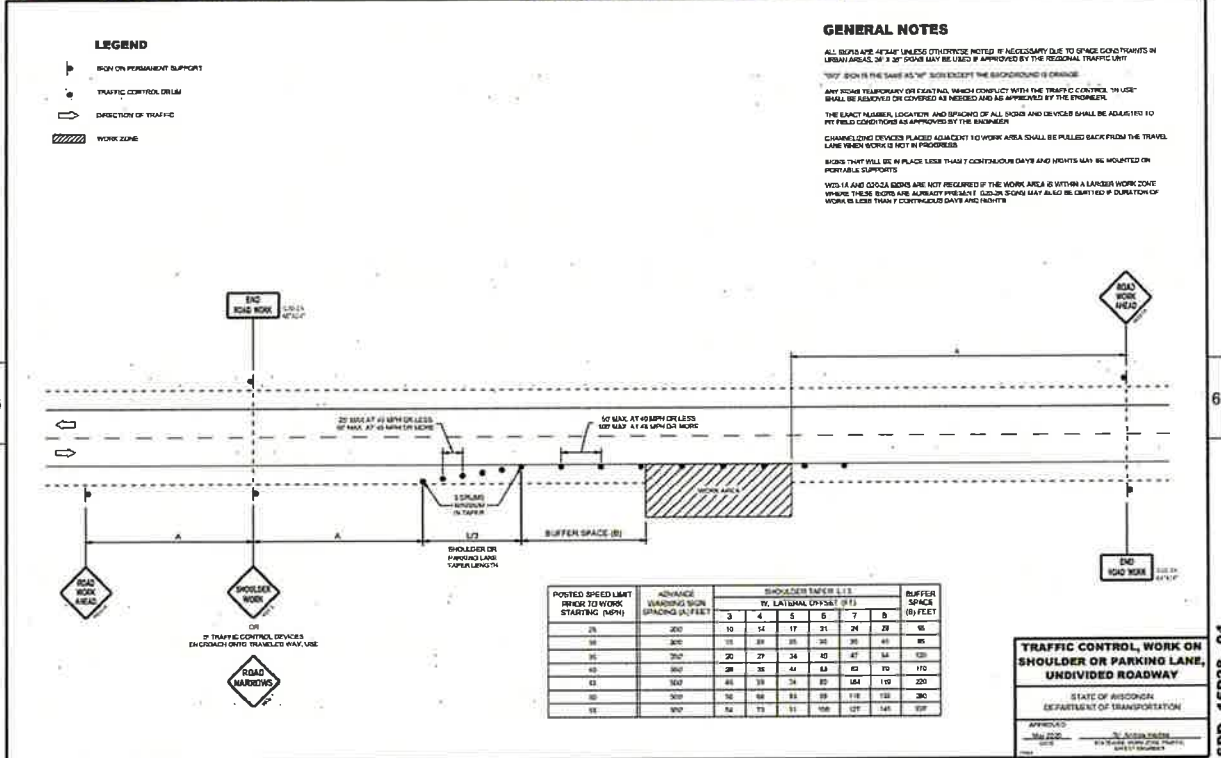
Permit Number:

2399

All Fees are Non-Refundable & Subject to change by City Council

SHEET 1 OF 2

SDD 15D28 Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway



SDD 15D28 - 04

SDD 15D28 - 04

mi-TECH

1920445 B04
GREEN BAY, BROOKVILLE
NEW BRUNSWICK & HANOVERVILLE

LEGEND



LINE TYPES

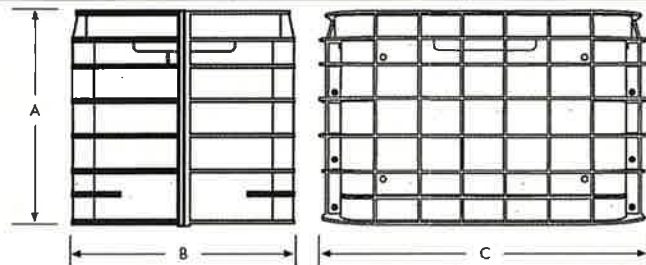


Charter
COMMUNICATIONS

ADDRESS		LOCATION	
FIELD BY	DATE		
DESIGNED BY	DATE		
APPROVED BY	DATE		

TYPES OF VAULTS USED DURING CONSTRUCTION

CHANNELL SGLB1730 & SGLB2436

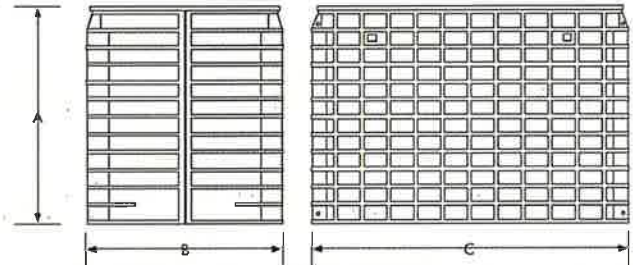


	A	B	C
SGLB1730	24" (609.6mm)	21.75" (552.5mm)	33.25" (845.0mm)
SGLB2436	24" (609.6mm)	28.5" (723.9mm)	40.25" (1022.4mm)

Channell's SGLB1730 and SGLB2436 "Shutter Box" Series SGLBs have the highest strength/deflection ratings in the industry.

	Solid Thermoplastic Cover	Split Thermoplastic Cover	Polymer Concrete with Ring
Application	Greenbelt	Greenbelt	Sidewalk
Static Load	5,000 lbs.	5,000 lbs.	10,000/20,000 lbs.*

CHANNEL SGLB3048-24 & SGLB3048-36



	A	B	C
SOLB3048-24	24" (610mm)	34.75" (883mm)	52.25" (1327mm)
SOLB3048-36	36" (914mm)	34.75" (883mm)	52.25" (1327mm)

	Solid Thermoplastic Cover	Split Thermoplastic Cover	Polymer Concrete with Ring
Application	Greenbelt	Greenbelt	Sidewalk
Static Load	10,000 lbs.	10,000 lbs.	22,500 lbs.*

MI-TECH

(920)465-8018
GREEN BAY, BROWNSVILLE,
NEW BERLIN & MINNEAPOLIS

LEGEND

- [illegible]

LINETYPES

- [illegible]

Charter
COMMUNICATIONS

ADDRESS		LOCATION	
FILED BY	DATE		
CHECKED BY	DATE		
DESIGNED BY	DATE		VAULTS
ASBUILT BY	DATE		



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0597

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

La Crosse Sanitary Sewer Utility

Industrial Pretreatment section

905 Houska Park Drive

La Crosse, WI 54601

Phone: (608) 789-7330

Utilities Manager: Matt Gallager

General Superintendent: Jared Greeno

Special Projects Coordinator: Erik Schell

CC City of La Crosse Legal Department

Compliance Order (CO)

1. Discharger's Name: City Brewery Company, LLC 925 3 rd Street South La Crosse, WI 54601	2. Discharge Location : City Brewery Company, LLC wastewater pretreatment facility.	3. Date/Period of Violation: Current Permit Cycle 4. Permit No: B-10-1285-4,
--	--	---

5. Description of Violation – 1. Failure to Complete Permit Requirements. Permit - P.13-1, D.

2. Failure to Reduce H₂S Odors

6. La Crosse Municipal Code Violated: – Sections of the Ordinance violated by discharge from the City Brewery Company, LLC pretreatment facility include the following

*Chapter 46, ARTICLE III, DIVISION 2 - WASTEWATER DISCHARGE.
Sec 46-109. - Standards*

(1) General Prohibited Discharge Standards. Any wastewater or waste deemed by the Board to be unduly harmful to the wastewater treatment system, environment, or public health and welfare shall be deemed a prohibited discharge.

(2) No person shall discharge or deposit or allow to be discharged or deposited into the wastewater treatment system any wastewater which contains any of the following:

d. Noxious or malodorous liquids, solids, or gases which either singly, or by interaction with other wastes, are capable of creating a public nuisance or hazard to life or are or may be sufficient to prevent safe entry into the wastewater treatment system for the purpose of monitoring, maintenance, or repair.

e. Waste which may cause corrosion or deterioration of the wastewater treatment system. All wastes discharged into the wastewater treatment system shall have a pH value in the range of six to nine standard units at the point of introduction into the wastewater

treatment system. Prohibited materials include, but are not limited to, liquids, solids, and gases which will react with wastewater to form acidic or alkaline products outside the allowable pH range.

7. Previous Discussion From permit (issued 10/14/2019) "The City of La Crosse shall receive a formal report detailing investigation on methods to reduce H₂S as it relates to City Brewing's wastewater discharge. This shall be completed and filed with The City no later than **1/1/21**. No formal report has been received.

There have been several meetings with City Brewing LLC in which odor issues from their WWTP have been discussed. These date to at least 2006. Although progress has been made in identifying sources of increased odors, a comprehensive effort to address and effectively eliminate odors is required. This includes digester roof repair and further elimination or sequestration of offending odors.

Please refer to the Compliance Order. If you fail to comply with the order the next step of progressive enforcement is **Forfeiture** as outlined in Municipal Code of Ordinances Sec. 46-108(4).

Sec 46-108 (4). - Forfeitures

The Board may levy an administrative forfeiture against any person in violation of this division or in violation of a discharge permit issued by the City. The forfeiture shall be not less than \$100.00 or more than \$2,000.00 per offense. Each day of violation will be considered a separate offense.


Jared Greeno Superintendent WWTP – La Crosse Utilities


Date

Compliance Order

THE FOLLOWING INFORMATION TO BE COMPLETED BY PERMITTEE:

(1) Acknowledgement of Receipt of Compliance Order:

Authorized Representative-Permittee

Date

Title

(2) Required action from City Brewery Company, LLC, as described below.

All items listed below shall be completed by dates below:

6/8/2024: Force main repair from failure on 4/8/2024, and 10/29/2023.

08/10/2024: Roof repair in reference to Bioreactor (to contain atmospheric H₂S gas) shall have completed approved plan.

08/10/2024: H₂S remediation report and schedule for significant H₂S reduction.

10/14/2024: Numerical limit for H₂S or similar contaminant will be part of new Pretreatment Permit

04/10/2025: Roof repair in reference to Bioreactor completed.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0598

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Gallager, Matthew

From: Rasmussen, Ryan
Sent: Thursday, April 25, 2024 2:14 PM
To: Gallager, Matthew
Subject: RE: BPW 4/29

Used Truck Narrative

The Street Dept would like to purchase back one of its trucks sold at Auction on Gov Deals for 16,600.00. The truck is a 2014 F450. This truck would be used for the Sign shop. The truck will be used to fix and install small signs, deliver barricades, and other tasks. The boom truck will then be freed up for a second electrician.

Let me know if you need more

Thank you,

Ryan Rasmussen
Street Superintendent

City of La Crosse
2000 Marco Dr
La Crosse, WI 54601

Cell 608.769.4944



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0599

Agenda Date: 4/29/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

**LEASE AGREEMENT BETWEEN THE CITY OF LA CROSSE
AND
TODAY'S TREE SERVICE, INC.**

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into this 4th day of May 2024 by and between the City of La Crosse, a municipal corporation in Wisconsin (hereinafter referred to as "CITY"), and Today's Tree Service, Inc., a Wisconsin domestic closed corporation, with principal offices located at N2388 Briarwood Ave La Crosse, Wisconsin (hereinafter referred to as "LESSEE").

WHEREAS, LESSEE desires to lease property owned by the City of La Crosse for the purpose of operating a wood chipping site, collecting waste wood, chipping and hauling from the site; and,

WHEREAS, CITY desires to lease said property to LESSEE for the purpose of LESSEE operating a wood chipping site that is available for contractors approved by Lessee.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

1. PURPOSE AND DESCRIPTION. The CITY does hereby lease to LESSEE the premises as depicted on the map attached as Exhibit A, which is incorporated into this Lease, for the sole purpose of operating a wood chipping site for entities, for LESSEE to handle and dispose of such brush, including wood waste, according to the terms and conditions of this Lease.
2. "AS IS" CONDITION OF PREMISES. LESSEE agrees and accepts the leased premises "as is" and acknowledges that it has inspected the leased premises and determined it to be suitable for LESSEE's use. LESSEE acknowledges and agrees that CITY has not made and does not make any representations or warranties, express or implied, either oral or written with respect to the physical or structural condition of the leased premises, including, but not limited to, dimensions, soil conditions, environmental conditions, and governmental regulatory restrictions. LESSEE also acknowledges and agrees that CITY has not made and does not make any representations or warranties, express or implied, either oral or written, with respect to income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability or fitness of the leased premises for a particular purpose, all of which warranties CITY hereby expressly disclaims. LESSEE is relying entirely upon information and knowledge obtained from its own investigation, experience or personal inspection of the leased premises.
3. TERM. The term of this lease shall be from May 4th, 2024, to December 31st, 2024, provided, however, this lease may be cancelled for any reason on ninety (90) days written notice to LESSEE. LESSEE may request two additional one (1) year extensions upon ninety (90) days notice of expiration of said lease.
5. RENT. As rent for the leased premises, LESSEE shall pay to CITY a monthly rental amount of \$100.00, payable without demand and in advance during each and every month of the lease term. Payment of the first month's rent is due May 4th, 2024 and then the first of the month for each month thereafter. All rent payments shall be made to the following:

City of La Crosse
Attn: Treasurer's Office
400 La Crosse Street
La Crosse, WI 54601

6. LATE FEE. In the event that any rent payment required to be paid by the LESSEE is not paid within five (5) business days of when it is due, LESSEE shall pay to CITY, in addition to such payment or other charges due, a "late fee" in the amount of \$25.00.
7. SECURITY DEPOSIT. No security deposit is required.
8. DEFAULT. In the event that LESSEE fails to pay rent when due and such default continues for a period of ten (10) days, or in the event of a breach by the LESSEE of any other covenant, term or condition of this Lease, the Lease may, at CITY'S option, be declared null and void and terminated. In such an event, CITY shall have the immediate right to possession of the leased premises and shall also have and may exercise any and all legal remedies thereby accruing to the CITY.
9. UTILITIES. No utilities shall be provided.
10. OPERATIONS. LESSEE shall comply with the following operating conditions for wood chipping site:
 - A. Hours of Operation. LESSEE shall be responsible for opening and closing the wood chipping site in conformance with hours established by the Board of Public Works.
 - B. Brush Site Rules. LESSEE shall be responsible for establishing and enforcing wood chipping site rules such as:
 - (1) Gate to leased area shall remain closed and lock when LESEEE or approved contractor is not at site. Gate must be closed after each load is dropped at site.
 - (2) LESEEE must remove brush from the City of La Crosse brush site when it is closed, or from the North side of the site.
 - (3) The City of La Crosse brush site must be completely chipped by March 1st of each year.
 - C. Fees. LESSEE is permitted to charge fees for use of the wood chipping site.
 - D. Costs and Revenue. LESSEE shall pay all costs and expenses of operating the brush site. LESSEE shall retain any revenue from its operation of the wood chipping site.
 - E. Denial of Access. LESSEE has the right to deny access to the wood chipping site to any entities with unacceptable materials or who dispute the cost of the wood chipping site use.

11. CONDITION OF PREMISES. LESSEE shall keep the leased premises reasonably clean and orderly. Any land that is disturbed shall be returned to the condition it was at the start of the Lease, in such a manner that is in compliance with all federal, state and local laws, rules and regulations and in accordance with the approved zoning and permits.

12. MAINTENANCE AND REPAIR. LESSEE shall, at its sole expense, keep, maintain and repair the leased premises, any improvements, and all equipment in good working order and condition and in a manner to preserve and protect the general appearance of the leased premises. No changes, alterations or additions shall be made to the leased premises without prior written approval of the CITY'S Board of Public Works.

13. TENANT IMPROVEMENTS. LESSEE shall make no alterations or improvements to the leased premises without the prior written approval of the CITY'S Board of Public Works.

14. NO LIEN. LESSEE shall not at any time permit any lien or claim, to be filed against the leased premises, or any part thereof, on account of any such expenses or charges for same.

15. TAXES. LESSEE is solely responsible for any and all taxes for its property or that may result as a consequence of its use of the leased premises.

16. CITY'S RIGHT TO INSPECT. CITY and its authorized agents or assigns shall have the right to access the leased premises at any and all reasonable times for the purposes of inspection, protection or repair.

17. DAMAGE OR DESTRUCTION. In the event the leased premises are substantially destroyed by fire or other casualty, CITY at its sole option may terminate this Lease, and rent shall abate between the time of destruction and the termination of the Lease. In the event of the partial destruction of the leased premises by fire or other casualty, CITY may at its sole option terminate this Lease or repair the leased premises, and in such case, the rent shall proportionately abate during the time between such partial destruction and repair thereof. In the event CITY determines to terminate this Lease as set forth in this provision, CITY shall give LESSEE written notice of thirty (30) days after said fire or other casualty.

18. SURRENDER OF LEASED PREMISES. The leased premises shall be surrendered and vacated by LESSEE by 11:59 p.m. 2 days before end of lease expiring date or upon earlier termination pursuant to the terms and conditions of this Lease. Upon termination of the Lease, LESSEE shall be solely responsible for removing any and all of its fixtures and personal property from the leased premises. LESSEE shall leave the leased premises in good order and condition, clean, without debris or order, except for reasonable wear and tear. Any of its fixtures and personal property abandoned by LESSEE on the leased premises shall be disposed of by CITY at LESSEE'S sole cost and expense.

19. PERSONAL PROPERTY. CITY shall not be liable for any loss or damage to any fixtures or personal property in or about the leased premises, regardless of the cause of such loss or damage.

20. LESSEE'S FIXTURES AND PROPERTY. LESSEE shall have the right during the term of this Lease and upon termination of the Lease to remove any and all of its fixtures and personal property placed on or installed by it on the leased premises. Any damage caused to the leased premises by the placement, installation, maintenance, or removal of LESSEE'S fixtures or

personal property shall be repaired by LESSEE at its sole expense upon the request of CITY. If LESSEE fails to repair such damage, the CITY may repair the damage and LESSEE shall reimburse the CITY for such repair.

21. SIGNS. LESSEE may not place on or in the leased premises without permission from the CITY.

22. LIABILITY, INDEMNIFICATION AND HOLD HARMLESS. LESSEE shall be liable for damage to any person or property in or about the leased premises which shall include damages resulting to other real property and personal property, caused by or in any way related to LESSEE's operations at the leased premises. CITY shall not be responsible for any loss, damage or inconvenience to LESSEE, LESSEE'S employees, agents, invitees or guests, persons or property that may occur in the leased premises or from the use thereof, however caused. LESSEE agrees to indemnify CITY and hold CITY harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of LESSEE, or of anyone acting under its direction or control or on its behalf in connection, regardless if liability without fault is sought to be imposed on CITY. LESSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of CITY, its elected and appointed officials, officers, employees or authorized representatives. Nothing in this Lease shall be construed as CITY waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Lease.

23. INSURANCE. LESSEE shall, at its sole expense, obtain and maintain in effect at all times during this Lease the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Lease;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability; and,
- 4) To the extent that LESSEE employs any employees or as otherwise required by law, Worker's Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, CITY shall be named as an additional insured on any general liability insurance, automobile insurance, and umbrella liability insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Lease, LESSEE shall file with CITY, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Lease. Such evidence shall include an additional insured endorsement signed by the insurer's representative. LESSEE shall provide CITY with a thirty (30) day notice prior to termination or cancellation of the policy. CITY reserves the right to require review and approval of the actual policy of insurance before it executes this Lease.

24. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of CITY have any personal liability arising out of this Lease, and LESSEE shall not seek or claim any such personal liability.

25. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign, transfer, or encumber this Lease or any part thereof, and shall not sublet or allow any other lessee or tenant to come in.

26. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this Lease or any renewal thereof.

27. NOTICES: All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if (a) sent by certified mail and return receipt requested, or (b) personally delivered to the following addresses:

TODAY'S TREE SERVICE INC.: Jeff Wiedman
Today's Tree Service
N2388 Briarwood Ave
La Crosse, WI 54601

CITY OF LA CROSSE: City Clerk
400 La Crosse St.
La Crosse, WI 54601

With a copy to: Recycling Coordinator
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

28. BINDING AGREEMENT. It is agreed that all covenants and conditions of the Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

29. SEVERABILITY. The provisions of this Lease are severable. If any provision or part of this Lease or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Lease and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

30. GOVERNING LAW. This Lease and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Lease shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

31. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

32. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Lease, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

33. COMPLIANCE WITH LAW. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

34. JURY TRIAL WAIVER. 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 Lease. 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.

35. CONSTRUCTION. This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Lease shall be deemed to have been drafted by the parties of equal bargaining strength. The captions and headings appearing at the first of each numbered section of this Lease are inserted and included solely for convenience but shall never be considered or given any effect in construing this Lease with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Lease, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

36. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Lease will survive its completion or termination for any reason.

37. AUTHORITY. The persons signing this Lease warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

38. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Lease to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

39. COUNTERPARTS. This Lease may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

40. GOOD STANDING. LESSEE affirms that it is a 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. LESSEE is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

41. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Lease shall be amended only by formal written supplementary amendment. No oral amendment of this Lease shall be given any effect. All amendments to this Lease shall be in writing executed by both parties.

IN WITNESS WHEREOF, the parties to this Lease Agreement cause this instrument to be executed by their authorized representative on the day and year first above written.

TODAY’S TREE SERVICE, INC. (LESSEE):

By: _____
Jeff Wiedman, Owner

Subscribed and sworn to before
me this ____ day of _____, 2024.

Notary Public, State of WI
My Commission: _____

CITY OF LA CROSSE:

By: _____
Mitch Reynolds, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn to before.
me this ____ day of _____, 2024.

Notary Public, State of WI
My Commission: _____

Exhibit A

Wood Chip Site Description

