



LA CROSSE COUNTY FARM

WEST SALEM, WISCONSIN

DEVELOPMENT PROPOSAL

JBG Planning LLC and Country Boom, LLC

INTRODUCTION

APRIL, 2025

Dear La Crosse County Board Members and Officials:

Thank you for the opportunity to submit the enclosed materials for your consideration of an option to purchase 85 acres of the County Farm in West Salem, advancing the Village and County's Development Plans.

Projects of this scale are rare and represent an opportunity to strengthen the community across social, environmental, economic and cultural performance factors. For this reason, we are including a comprehensive return on investment narrative contained herein.

The proposal before you advances many goals built on the guiding principles you have already adopted in your master plan, from a market-feasible vision and community supported mixed use destination to environmentally sensitive land use and continuous green space connections.

This proposal provides a contrast to the wholesale development of raw land, where uncoordinated suburban housing development renders marginal results. This proposed project delivers a comprehensive vision around a cultural investment, which is considered the highest form of development in the country by many in the development community. The project will be managed by a master developer and common vision so each phase advances the Village's vision while being cohesive to the Village and County's plans.

Included in this proposal is a comprehensive collection of information and templates to help you make a good decision for La Crosse County. We are at your disposal for dialogue and questions, as we believe these projects to be much more successful when done in the true spirit of a public-private partnership.

Sincerely Yours,

Jon Holthaus

COUNTRY BOOM LLC



PROPOSAL FOR AN OPTION TO PURCHASE 85 ACRES
OF THE LACROSSE COUNTY FARM, WEST SALEM, WI

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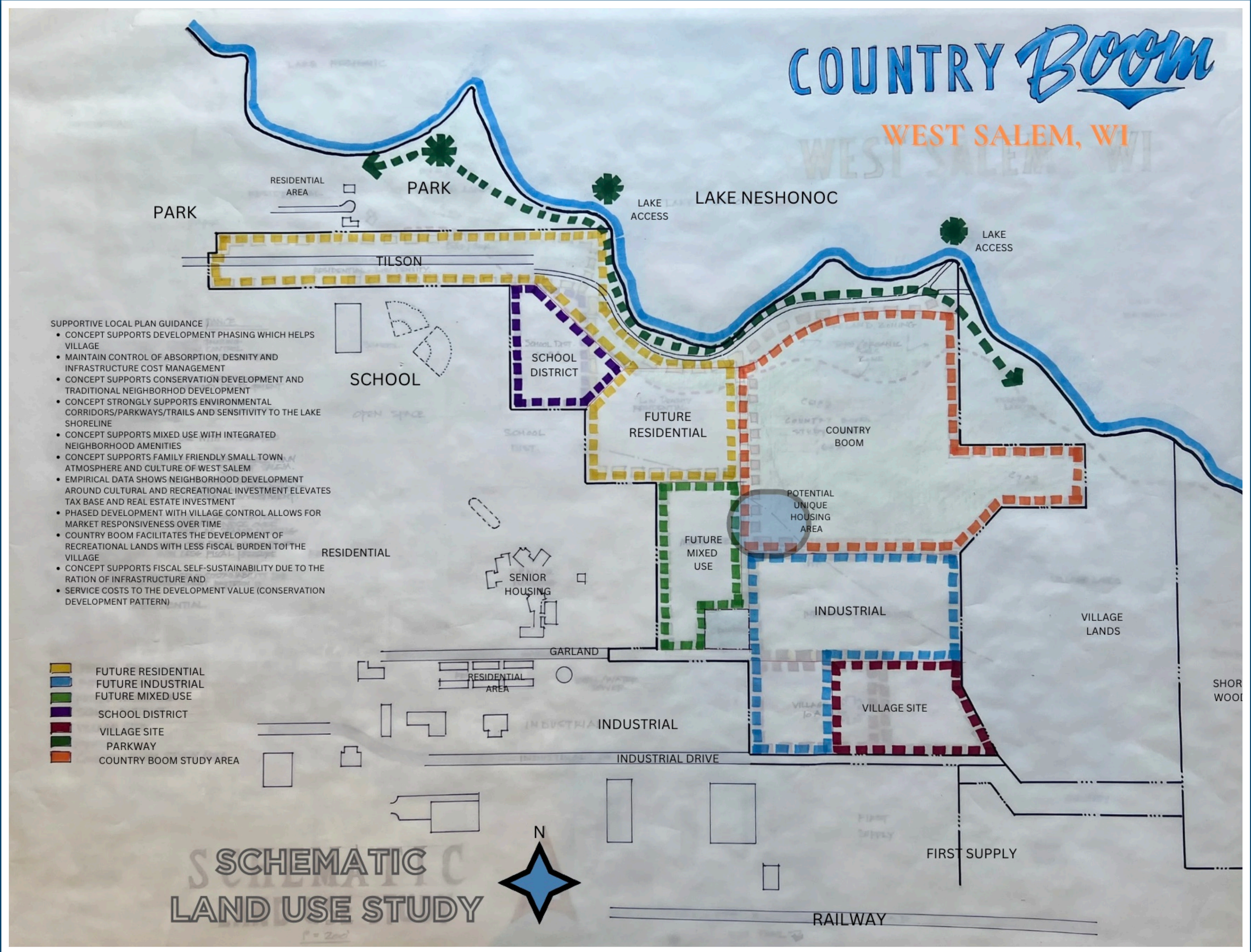
EXECUTIVE SUMMARY AND PLAN

PROJECT SUMMARY AT A GLANCE

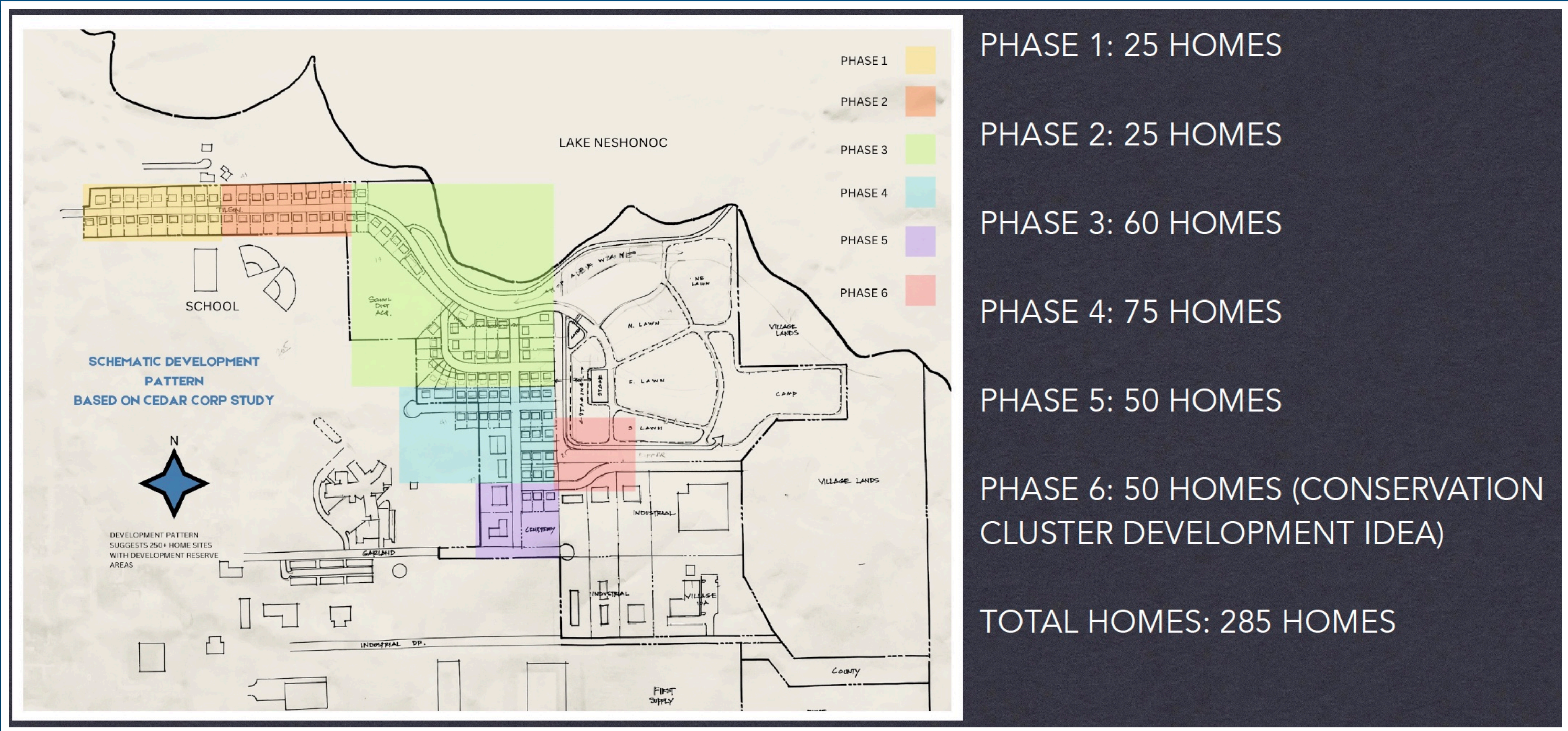
- REQUEST FOR AN OPTION TO PURCHASE 85 ACRES, WITH 25 ACRES FOR PHASED DEVELOPMENT AROUND A 60 ACRE SITE FOR COUNTRY BOOM'S GROUNDS
- PROJECT IS BASED ON ADVANCING THE VILLAGE AND COUNTY PLANS UTILIZING BEST PRACTICES FOR A SUCCESSFUL PUBLIC-PRIVATE PARTNERSHIP.
- MASTER PLAN WILL INFORM VILLAGE PLANNED DEVELOPMENT (PDD) ZONING AND LAND USE REGULATION/CONTROL
- MASTER DEVELOPER WILL MANAGE EACH PHASE OF THE PROJECT TO ENSURE VISION IMPLEMENTATION AND PROJECT COHESION
- PLAN REPRESENTS NEARLY 300 HOUSING UNITS WHICH WILL BE MANAGED THROUGH THE PDD DENSITY AND AESTHETIC RECOMMENDATIONS
- DEVELOPMENT SURROUNDS THE COUNTRY BOOM GROUNDS, WHICH RETAINS OPEN SPACE, SHORELINE PRESERVATION AND A CONTINUOUS PARKWAY ALONG LAKE NESHONOC.
- PROJECT REPRESENTS ONE OF THE MOST INNOVATIVE DEVELOPMENTS IN THE REGION BASED ON SUCCESSFUL-MUSIC CENTRIC NEIGHBORHOODS AROUND THE UNITED STATES (SEE APPENDIX FOR EXAMPLES)
- PROJECT LAYOUT IS HEAVILY BASED ON THE PREVIOUS CEDAR CORP ENGINEERING STUDIES FOR TRANSPORTATION AND LAND USE ARRANGEMENTS.



PROPOSED LAND USE DIAGRAM



PROPOSED PROJECT PHASING



PROJECT RETURN ON INVESTMENT ANALYSIS

SOCIAL IMPACTS

ENVIRONMENTAL IMPACTS

ECONOMIC IMPACTS

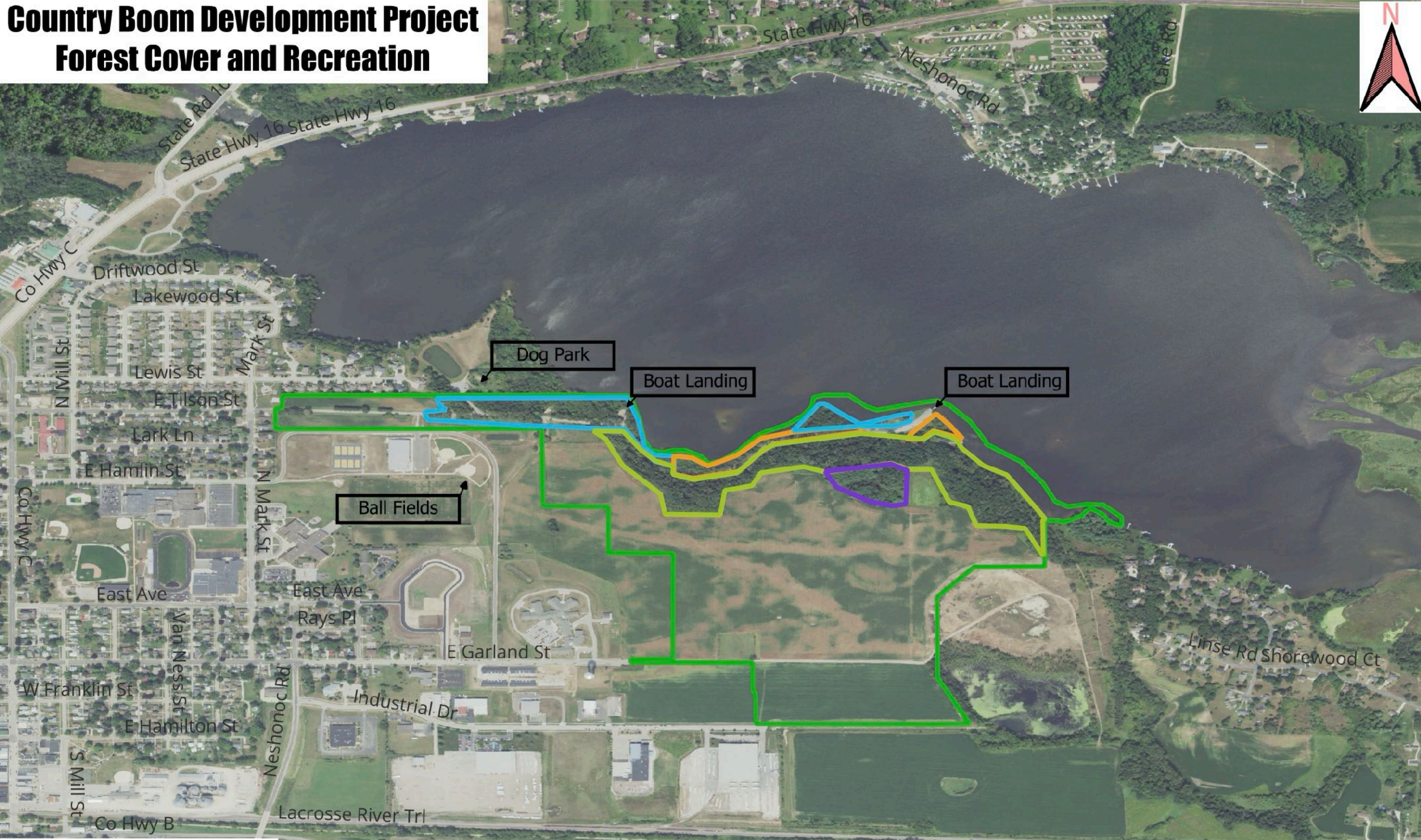
CULTURAL IMPACTS

SUSTAINABILITY

RESILIENCY

OTHER CONSIDERATIONS

Country Boom Development Project Forest Cover and Recreation



Forest Stands

- Bottomland Hardwood - Cottonwood, red maple, hackberry, box elder
- Central Hardwoods - Red oak, black cherry, white birch, aspen
- Red Pine
- White Pine



Source: USDA Naip Imagery 2020

This map is not a survey of the actual boundary of any property the map depicts.

- White Pine
- Red Pine
- Central Hardwoods - Red oak, black cherry, white birch, aspen

This map is not a survey of the actual boundary of any property the map depicts.

Source: USDA Naip Imagery 2020

RETURN ON INVESTMENT ECONOMICS

- **Retaining People.** A recent article in the La Crosse Tribune highlighting possible population stagnation is not surprising, but also not unsolvable. Declining household size, macro-economic forces, an aging population and limited historic migration have all contributed to this trend over the past 20 years; however, studies like one Columbia University conducted in 2022 show that populations tend to increase by as much as 20% in communities that have live music venues due to the correlation between these venues and social connectedness.
- **Giving Back to Non-Profits.** Country Boom proposes as part of this plan to partner annually with area non-profits and schools to enhance music-related opportunities for the community. It is estimated this annual contribution of funding and in-kind services will exceed \$100,000.
- **Employee Engagement for Area Business.** Country Boom is committed to using the local workforce and area businesses. We are already in discussion with our sponsors, who represent large businesses in the region.
- **Employment and Wages.** Studies in Fort Worth, Portland, and many other cities show significant impact on local jobs and wages attributable to large music venues. These jobs include construction, vendors, technicians, event staff, and management, providing positive impacts for local hotels, restaurants, and other local businesses. This annual impact on employee compensation could exceed \$200,000 annually.
- **Multi-Modal Infrastructure** Country Boom is proposing multimodal infrastructure accommodations in this planned development with sidewalks, trails bikeways, and provisions for transit as the event venue relies on a shuttle system and partnerships with the school district.
- **Technological Infrastructure.** A benefit to cultural investment like Country Boom is it requires advanced technological infrastructure such as 5G networks, distributed antenna systems, and immersive technologies to enhance experiences. This investment in technology will create an extraordinary partnership with West Salem's Economic Development goals, along with the adjacent business park and West Salem's public offerings.
- **Real Estate Value per Developed Acre.** According to sources like the National Mortgage Professional and Realtor.com, a 10 to 20% premium on home prices is estimated within a one mile radius of an outdoor concert venue. Given the initial plan of 300 homes, this real estate value impact will exceed \$8M in annual real estate value. The total estimated value of the project complete is over \$100M, with a self-sustaining developer funded economic program to cover the cost of phased infrastructure.

RETURN ON INVESTMENT ECONOMICS

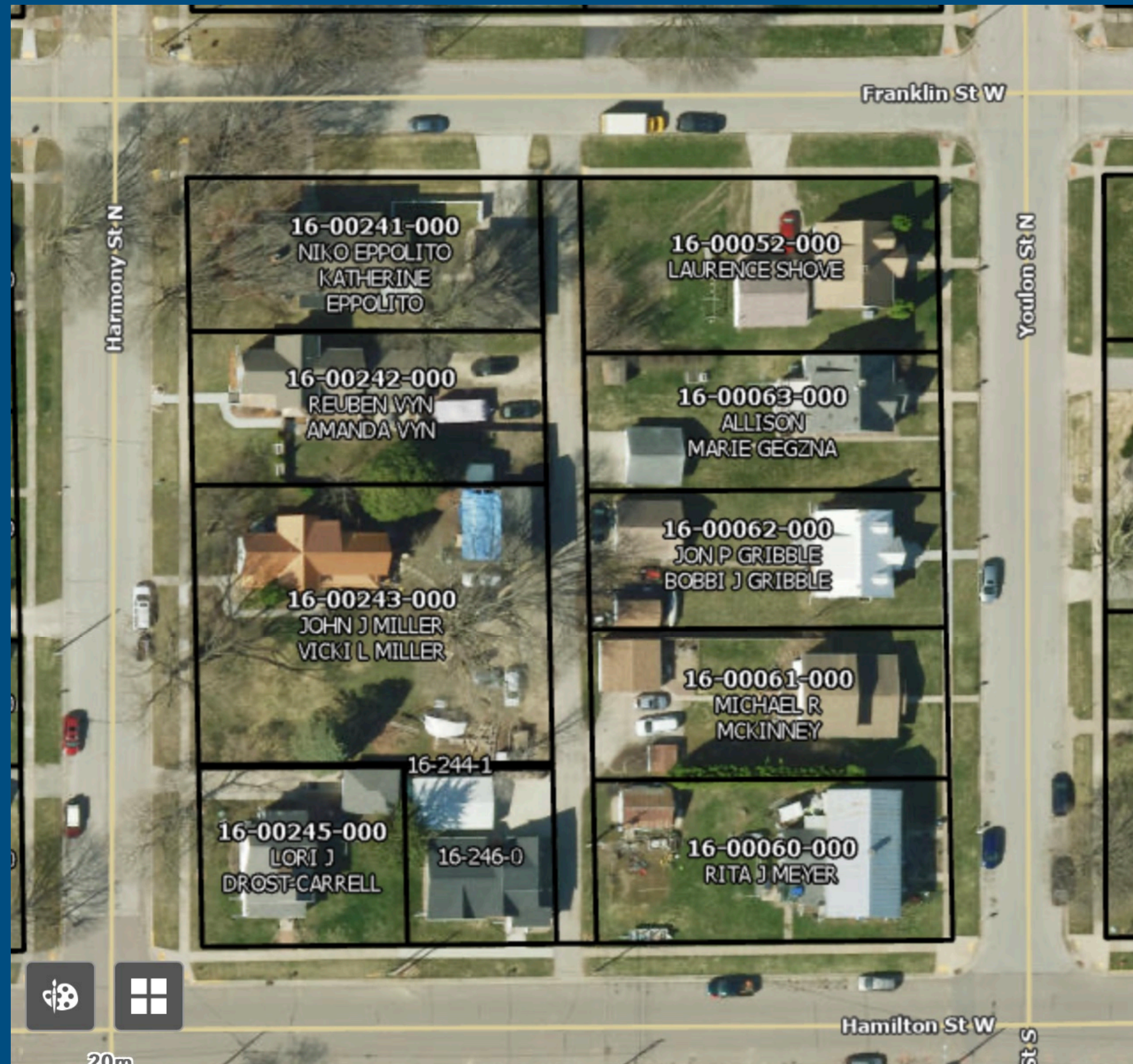
- **Green Building.** Country Boom will pursue a menu of green building practices including but not limited to a conservation development patterns, energy efficient designs for both concert facilities and adjacent development, the use of sustainable materials such as reclaimed wood and low carbon concrete, water conservation through greywater recycling and decreased urban stormwater runoff, and reduced water usage through water efficient fixtures and mulching and composting to reduce runoff. Country Boom is also actively discussing low impact and affordable construction methods such as prefabrication and minimal site disruption to lower waste and preserve ecosystems.
- **Mixed Use Development.** Country Boom proposed a mixed use development which affords area residents and workers with access to services. Sources like the American Planning Association show a strong correlation between mixed use development and boosted property values, attracting business, creating jobs, and providing more sustainable development revenue streams due to the diversification of tenants and land uses.
- **Affordable Housing.** Country Boom proposes the development of market sensitive rents and home prices through the thoughtful planning of each development phase and through strong P-3 partnerships that leverage area housing studies, which focus on methods of delivering housing costs consistent with 30%-35% of gross household incomes. To do this, we propose the evaluation of the full cost of housing from energy costs to mortgage and rent costs, while also fostering equity creation by both homeowners and renters, as well as the promotion of multi-modal transportation and work-live housing access to lower household transportation access. Sources like Enterprise Financial estimate that affordable housing has a significant impact on job creation, increased local income and tax revenue, enhanced consumer spending, and property value stabilization.
- **Consumer Activity.** According to studies by the Bank of America and Oxford Economics, local spending increases annually by 15% due to events having 20,000 people, like Country Boom. Secondary impacts show that with every \$100 spent on tickets, an additional \$300+ is spent in the local economy, amplifying economic benefits. Country Boom's annual ticket sales exceed \$2.6M, which would have an impact on the local economy of over \$7M. The Wisconsin Department of Tourism estimates these events to have an impact on the local economy of over \$10M annually from both day-trip and overnight stays, as well as extended and related impacts. We have attached the material from Andrew Nussbaum, Regional Tourism Specialist of the Wisconsin Department of Tourism estimate for your reference.

THE ECONOMICS OF SMALLER HOMES VERSUS LARGER HOMES

SMALLER HOMES ON MORE DENSE LOTS PROVIDE MORE VALUE THAN LARGE HOME CONSTRUCTION:

- **Lower Housing Costs:** Smaller homes on smaller lots reduce land and construction costs, making housing more affordable. For instance, higher-density developments can cut per-unit costs by spreading land expenses across multiple units.
- **Boost to Local Economies:** Dense developments bring more residents closer to businesses, increasing foot traffic and supporting retail, hospitality, and entertainment sectors.
- **Efficient Land Use:** Compact housing reduces urban sprawl, conserving rural and agricultural land while lowering infrastructure costs for roads, utilities, and public services.
- **Higher Tax Revenue:** Increased density raises property values and generates more tax revenue for cities, which can be reinvested in community improvements like infrastructure and public services.
- **Job Creation:** Urban infill projects create jobs during construction and stimulate local business growth as neighborhoods become more vibrant and populated.
- **Environmental Benefits:** Smaller homes use fewer materials, consume less energy, and produce lower greenhouse gas emissions over their lifecycle compared to larger homes.

THE ECONOMICS OF SMALLER HOMES VERSUS LARGER HOMES



Block is approximately 2.5 acres

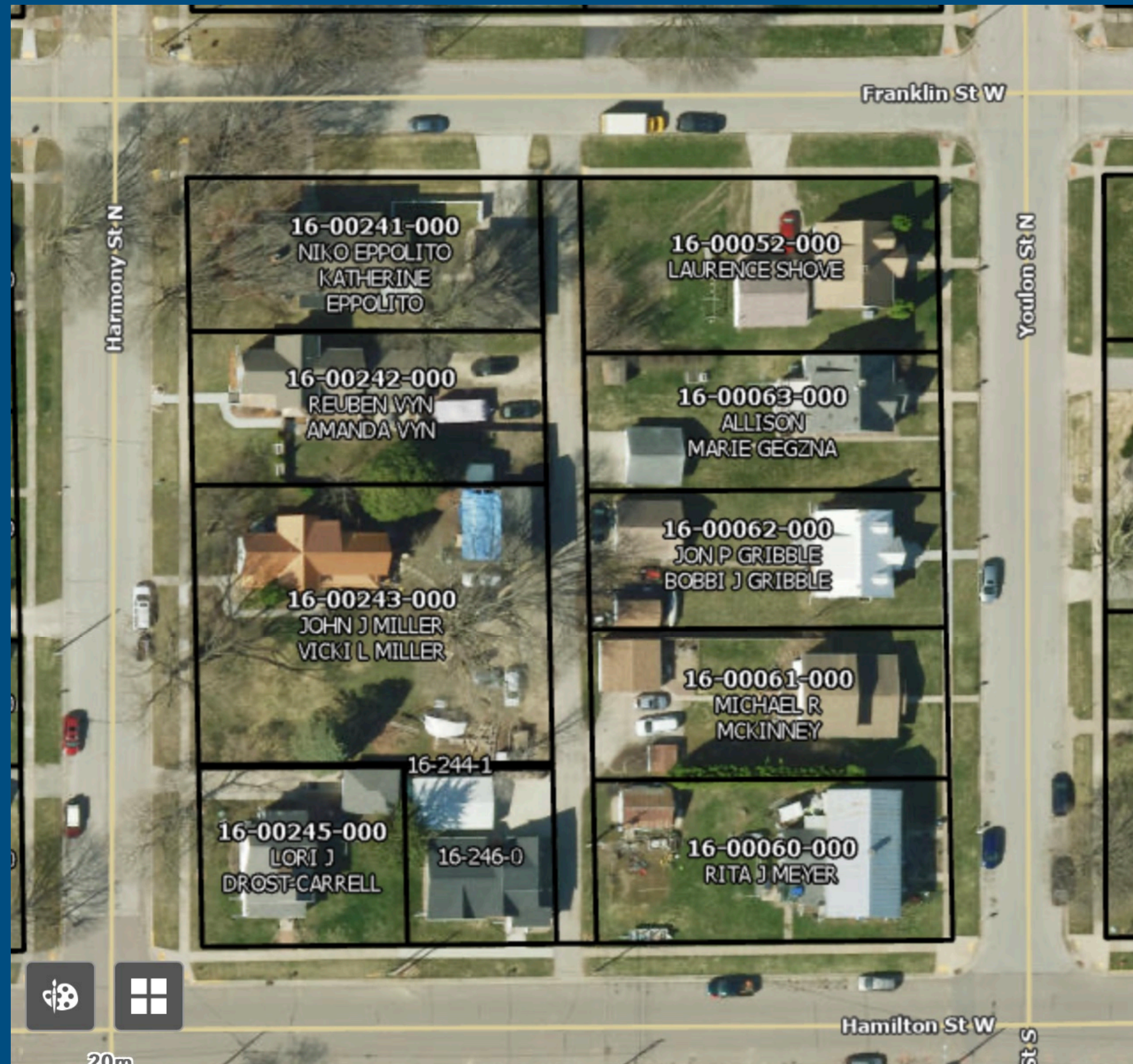
The block has:

- A Minimum of 10 Homes
- Lots are 60 feet wide
- Homes are 1,500 sf +/-
- Street Frontage is 1,320 feet

New Construction Value: \$5,025,000

Ratio of Value to Lineal Feet of Street/Services: 1:3806

THE ECONOMICS OF SMALLER HOMES VERSUS LARGER HOMES



This same block was divided by 100 foot lots:

- 6 Homes @ 2,700K Sf Each
- Value: \$5,427,000
- Ratio of Street/Service Lineal Feet to Value: 1:4,111

The block with denser smaller homes, has similar value

HOWEVER

It provides more homes, more people, and more value to the community.

RETURN ON INVESTMENT

SOCIAL METRICS

- **Helping Youth.** Country Boom is proposing annual youth programming including music events, music education, and a partnership with the West Salem School District in programming the Country Boom facilities when they are not in use for events. It is estimated this project will impact several hundred students each year from area schools.
- **School Impacts.** Country Boom's concept includes a favorable land subdivision and adjacencies for the nearby school facilities and the West Salem Ice Rink.
- **Public Health.** Country Boom's proposal includes over 2 miles in trails for the public, both along Lake Neshonoc and within the interior of the site, in addition to planned sidewalk systems. According to sources such as Headwaters Economics and American Trails, communities can save \$3 in medical costs for every \$1 invested in trails. Over 2 miles of trails will result in an investment of \$200,000, which could have a public health impact of over \$600,000 to the community.
- **Poverty Reduction.** Country Boom is proposing partnerships in developing new models of housing affordability through design and construction techniques. These starter homes will serve as a model for the community, changing business models toward proving more housing choices. Additionally, for smaller rental units, Country Boom is pursuing developer partners considering renter equity programs. First time homebuyers significantly contribute to the economy through local spending. HUD estimates annual spending of first time homebuyers at \$3,500 per home, which translates to over \$35,000 in spending annually for each 10 homes developed (Cedar Corp absorption estimate). Additionally this project will create housing market stability through programs like the First-Time Homebuyer Tax Credit and through job creation, generating jobs in construction and providing accessibility of housing to local industries. The Country Boom proposal includes 300 homes, with additional in development reserve areas.
- **Walkability and Connectedness.** Country Boom's concept, with its conservation-style land use pattern, heavily emphasizes walkability, which translates to return on investment with enhanced social interaction, improved safety, increased social capital, and inclusivity, ensuring people without cars including children and elderly citizens can access services. Enhanced social connectedness has an enormous impact on mental health medical costs. For instance, the AJMC and JAMA estimate social isolation costs Medicaid beneficiaries more than \$2,700 annually than those connected to community.
- **Education, Training Access.** Country Boom proposes its grounds and facilities be used for annual programming outside of event times for education and training. We are already engaged in discussions on the health and water quality of Lake Neshonoc, which makes an adjacent facility and stage an extraordinary place for environmental learning, as the lake is a prime example of changes to Wisconsin's watersheds. It is estimated this programming with education, environmental and arts partnerships will bring thousands to La Crosse County annually. The Global Conference Alliance estimates local spending by conference goers to exceed \$500 per individual, which will have an annual impact on La Crosse County's economy of over \$1M.
- **Crime Reduction.** Planned neighborhood development proposed by Country Boom has an estimated 40 to 50% reduction in crime due to neighborhood cohesion and design. This is based on empirical data from HUD. This has a potential impact on law enforcement costs of \$500 per capita according to empirical research data. This could have an annual positive impact on the community of over \$250K annually.
- **Recreational Space Access.** The Trust for Public Land estimates returns between \$4 and \$11 for every dollar invested in conservation/recreation spaces. The Trust also estimates the annual health savings by residents having access to recreational spaces to be over \$1,300 per year per resident. Lastly, many studies including those by universities such as Texas A&M and Routledge have shown data that real estate values for homes within 500 to 1,500 feet (5 blocks) of recreational spaces have an estimated increased property value 10-20% higher than those areas without access to parks. Given the planned development by Country Boom, it is estimated this could have an annual tax increment impact of over \$300,000.

RETURN ON INVESTMENT

ENVIRONMENTAL METRICS

- **Celebrate the Natural Beauty.** Country Boom proposes a development pattern that reserves over 70 acres of conservation lands including the lake shoreline and greenway, the concert grounds, and development reserve areas. This pattern of development still affords the development of 300 homes, reserving areas for future development, while offering a fiscally prudent phased development approach which, according to the Cedar Corp study of 2024, would provide the Village 30 years of development. The phased and targeted approach allows for the careful planning of residential nodes while preserving the most sensitive areas like Lake Neshonoc's lakeshore, sensitive soils, and areas with topographic relief more prone to erosion.
- **Energy Sustainability.** Country Boom will promote sustainable energy sources like solar on the site as well as geothermal, if feasible, while also promoting energy efficient appliances like LED lighting, automated/smart energy systems, and partnerships with regional experts from companies like Trane, Xcel Energy and Dairyland Power Cooperative.
- **Shuttles.** Country Boom has effectively developed a transportation shuttle system, using existing parking facilities in partnership with area schools rather than developing new, and reducing vehicle miles traveled through ride-sharing to the event venue.
- **Building Materials/Design.** Country Boom employs creative building materials and designs such as its semi-trailer mobile restroom facilities which reduce maintenance and overhead while providing visitors with a clean experience. Country Boom's development partners will also employ the use of environmentally conscious building materials.
- **Water Quality and Conservation.** Country Boom proposes water conservation through greywater recycling and decreased urban stormwater runoff, and reduced water usage through water efficient fixtures and mulching and composting to reduce runoff. Country Boom is also actively discussing low impact and affordable construction methods such as prefabrication and minimal site disruption to lower waste and preserve ecosystems.
- **Vehicle Miles Traveled Reduction.** Country Boom's proposal reduces vehicle miles traveled through mixed use development, lesser infrastructure (streets) due to the conservation development pattern, multi-modal facilities, and generous trail systems and shuttle services for events.
- **Climate Action.** Country Boom's proposal is a more prudent approach to development than wholesale development of the site, as it will preserve a significant footprint for conservation and development reserve, reducing runoff and heat island effect, while providing energy conservation and a reduction in vehicle miles traveled (The development is a short 15 to 20 minute walk to Leonard Street and West Salem's downtown area).
- **Air Quality Impacts.** Country Boom's proposed conservation-style development with clustered homes affords a significant opportunity for green space preservation and urban forestry. With over 70 acres of planted urban conservation areas, the project will promote air quality. The American Journal of Environmental Studies shows urban green space, when assembled in larger areas rather than smaller parks, has a much more significant impact on reducing air pollution levels.

RETURN ON INVESTMENT

CULTURAL METRICS

- **Turn Key for Hosting a Wide Variety of Events/Cultural Attractions.** JBG Planning's experience with a range of developers investing in La Crosse, including the developer involved in the Deer District in Milwaukee, among other large development, shows a clear preference for developments having a central cultural attraction. The WiRED partnership with NEWaukee notes that developments centered around cultural attractions tend to be the most coveted by investors, homeowners, and renters as they deliver a living experience whereby residents and visitors can share a memorable experience, building social networks and life experiences. Country Boom's facilities will be widely programmed through the seasons to maximize the value to the regional cultural scene.
- **Music and Art Diversity and Opportunity.** Diverse music offerings are known to bridge cultural divides, promoting community bonds and enhancing mental well-being. All of these virtues are consistent with County and Village goals.

RETURN ON INVESTMENT

SUSTAINABILITY

- **Budgeting.** Phase development is less speculative, less risky, and more easily budgeted as infrastructure costs can be carefully calculated and self-sustained by the resulting development investments. Cedar Corp's 2024 Final Development Plan study estimates an annual housing absorption of 10 homes per year. At 300 houses, the Country Boom proposal provides 30 years of housing which can carefully consider market shifts and adjustments to the Village and regional needs.
- **Diversification.** Country Boom's combination of cultural, economic, and housing investments reject a development monolith, focusing instead on more opportunity for economic sustainability with a mix of uses, investors, and resident accommodations from starter homes to homes for an aging population.
- **Adaptability.** Country Boom's proposed conservation-style development promotes development reserve areas that can more effectively adjust to future market needs and constraints.
- **Seasonal impact.** Country Boom proposes seasonal programming of its grounds and facilities to maximize impact on the local and regional cultural scene.
- **Community Advocacy.** The Village's endorsement of the Country Boom project by resolution underscores responsible regionalism, respect for local control of land uses, and the partnership with the County on its lands. We have thoroughly studied both Village and County plans for the site and have documented in detail all of the reasons this plan conforms to the goals and guiding principles of these plans.
- **Livable Built Environment.** Country Boom's proposal includes environmental conservation, reduced energy use, resource preservation (as opposed to depletion), health and well-being through accessible recreation facilities, social investment which promotes mental and physical well-being, diversity in housing, recreation uses promoting diversity in access, and the integration of energy efficiency, which promotes lower costs for both the Village and residents. This project summarily minimizes environmental harm, improves quality of life, and ensures long term resource and development efficiency.
- **Responsible Regionalism-Intergovernmental Cooperation.** Country Boom's proposal bridges the interests of the County with the Village and allows both entities to meet its goals.

RETURN ON INVESTMENT RESILIENCY

- **Strengthening Jobs and Housing Choices.** Country Boom's proposal promotes local contracting and services with a significant impact on the local economy. Consider 20,000 concert goers within 1 mile and a 15 minute walk of West Salem's downtown, versus placing a venue like this on agricultural lands far from local services. The former, embodied in the Country Boom proposal, results in massive economic benefit to the community while the latter largely results in people leaving the concert venue to drive home on area highways.
- **Leveraging Community Assets.** Country Boom is a member of the West Salem Business Association, is a partner with the School District, has large business interest partners like the Dahl Family, First Supply and many others, and intends to benefit local partners and the community.
- **Redefining How and Where to Build.** Given the unprecedented changes in housing development in the past 20 years with the Great Recession, labor shortages, construction inflation, and strained supply chains, we believe the Country Boom proposal offers an exceptional strategy to promoting new models of housing, while carefully phasing in development and avoiding speculative wholesale development of the land and unwanted sprawl. Targeted development nodes complimentary to each other and the surrounding cultural venues, schools, and employment centers offer the ability to create a stronger and more fiscally responsible development pattern.
- **Building a Strong Business Case.** Country Boom utilized a quadruple bottom line return on investment-centered project for this very reason, We understand this is a big decision for both the Village and County to ensure the project will create exceptional returns across social, environmental, economic, and cultural metrics.
- **Complimentary Investment for Economic Development.** Early discussion with Country Boom's economic and business partners, which include sponsors who represent many large business interests in the region, indicate our partners are excited about the prospect of this exceptional opportunity. They are especially interested as this proposal is much more than a monolithic residential development, creating more sensitivity to the mix of uses that makes a great neighborhood and a coveted place to live and invest, and providing the workforce with housing opportunity as well as something for local business to attract people to the region.

ADDITIONAL CONSIDERATIONS AND SUMMARY

Regional, State and National Impacts

- The Project is supported by the Wisconsin Department of Tourism; see the attached information regarding the potential impact of this development provided by the Department.
- Country Boom's annual invitation by the Academy of Country Music and the significant support from the national artists who attend Country Boom, provide national impact and interest for the project.
- The Project will provide a model of cultural-centric housing development with attention to new models of affordability, complemented by a conservation focus and traditional neighborhood principles

Leveraging Local Expertise and Business

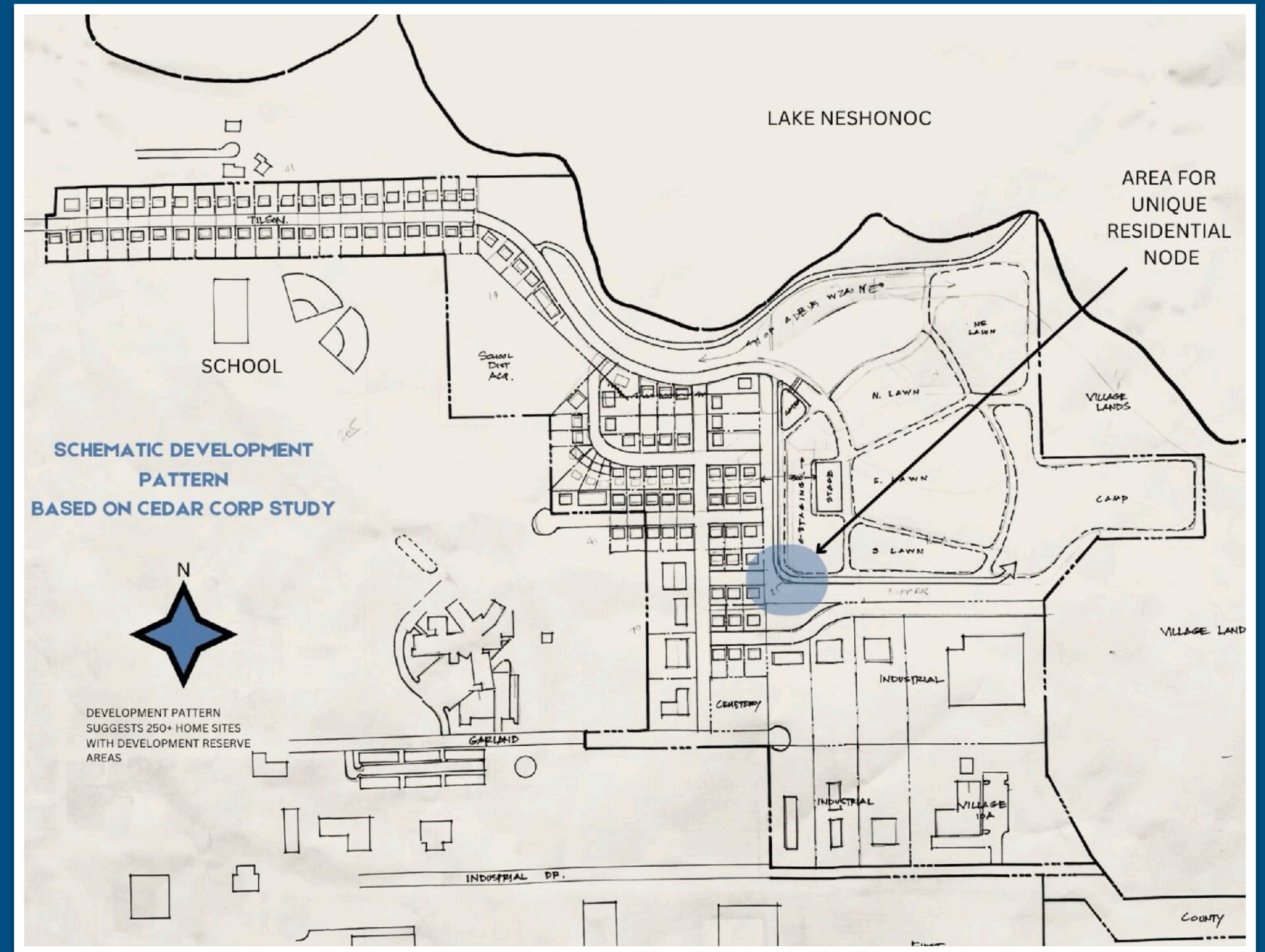
- The Project is supported by local trades and contractors who are currently partners in consulting on the project development.

In summary, the sale of the County lands at \$25K +/- acre has an economic, social, environmental and cultural return far in excess of the base land value:

1. Land sale proceeds of over \$2M will be generated
2. Tax Base of over \$100M, which translates to \$1.8M+/- in annual tax increment for proposed development of the mixed use concept with 300 homes and the Country Boom grounds, not including future development reserve. This does not consider the empirical data showing real estate value per developed acre at a 10 to 20% premium.
3. Annual homebuyer and consumer spending from recreation and cultural attractions, along with employment and health impacts having over a \$10M annual impact on the regional economy.
4. Savings from self-sustaining fiscal infrastructure investment, crime reduction, and environmental impact is estimated at over \$1.3M annually.
5. Other quantitative impacts to be considered: Impact of national and regional talent attraction, population gain and retention, youth education and development, industry cluster impacts, and the attractiveness of La Crosse County for investment and the social impact of a cultural-investment centered development which offers multi-generational opportunities for the community.

PROJECT ORGANIZATIONAL STRUCTURE

- VILLAGE CONTROLLED LAND REGULATION-ZONING WILL BE ESTABLISHED BASED ON THE APPROVED MASTER PLAN HEREIN.
- MASTER DEVELOPER WILL MANAGE EACH PHASE OF THE PROJECT IN ACCORDANCE WITH ADOPTED ZONING AND THE VILLAGES APPROVAL
- INFRASTRUCTURE WILL BE DEVELOPED THROUGH THE APPLICATION OF DEVELOPER-FUNDED TIF
- PROJECT PHASES WILL BE SCALED TO MARKET FEASIBILITY THROUGH THE PROJECT'S PUBLIC-PRIVATE PARTNERSHIPS WITH BUILDER/DEVELOPERS



PROJECT FINANCIAL CAPACITY AND STRUCTURE

Our financing strategy for the proposed music venue and housing development in West Salem is structured through a combination of traditional debt financing, private investment, Small Business Administration (SBA) funding, and a Tax Increment Financing (TIF) arrangement in partnership with the Village of West Salem. This diversified approach ensures a sustainable funding model while leveraging local and regional financial resources to maximize economic impact.

The primary source of funding will come from traditional debt financing through established regional banking institutions, which have expressed interest in supporting the project due to its strong economic potential and alignment with community growth initiatives. Additionally, we are actively engaging private investors who recognize the long-term value and cultural significance of this development. To further support infrastructure and site development costs, we plan to utilize a developer-funded TIF, allowing the project to capture and reinvest a portion of future property tax revenue to drive economic expansion. We are also exploring SBA funding as a potential financing tool to further strengthen the financial structure of the project.

Beyond traditional financing, we are actively leveraging key relationships with sponsors and business partners who are aligned with the mission of the music venue. Several of these partners have expressed interest in contributing, at a discounted rate or even as a donation, to assist with grading the music venue site and constructing internal roads necessary to accommodate large-scale production equipment for national touring artists. Their belief in the cultural and economic benefits of this development has created an opportunity for cost savings and increased project feasibility.

Through this well-balanced financial approach, which combines strategic lending, investment, public-private partnerships, and community support, we aim to create a thriving entertainment and residential hub that enhances quality of life, stimulates economic growth, and attracts new businesses and visitors to West Salem. We look forward to working collaboratively with the county board and community stakeholders to bring this vision to life. A complete pro forma will be prepared upon execution of the option agreement.

FREQUENTLY ASKED QUESTIONS

What is the proposed housing mix, with emphasis on Village market needs and market price sensitivity?

The housing mix will be determined through a combination of factors including:

- Compliance with the Village's vision and the guiding principles of applicable plans
- Market Feasibility
- Financial Sustainability (Staying within the carrying capacity of West Salem's infrastructure and Schools)
- Development Synergistic with the Country Boom venue
- Market Studies to accommodate West Salem needs including:
 - Aging in Place
 - Housing for a diverse workforce
 - Employer housing suggestions and needs

FREQUENTLY ASKED QUESTIONS

How is the project structured financially to promote a self-sustaining fiscally-tax base pays for infrastructure and O&M?

- Through a combination of private equity investment, financing, grants where applicable, and developer-funded tax incremental financing, such sustainability will be attained

FREQUENTLY ASKED QUESTIONS

How will the music venue be managed to minimize conflicts?

Through the time tested management of Country Boom including:

- Cooperation with Village Officials and Departments
- Strategic layout, security fencing and designated pedestrian routes
- Site planning for staging areas
- State of the art directional sound systems and site grading
- Investment in security, waste management and the use of time-tested operational strategies that have been proven to work

FREQUENTLY ASKED QUESTIONS

How will noise be managed?

- The initial location of the main stage and seating area is over 1,600 feet (1/3 mile) from the Lakeview facility and existing adjacent development such as Shorewood.
- The facility will be outfitted with state-of-the-art directional sound equipment, providing the best sound to the audience, with minimized unintended residual noise.
- Typical decibel levels for outdoor concert venues are around 90 decibels, as open space disperses sound. At 1,600 feet, using directional sound systems, this decreases below 60 decibels. For comparison, 60 decibels is the equivalent noise of a normal conversation, dishwashers, or an electric toothbrush.

FREQUENTLY ASKED QUESTIONS

How will traffic be managed?

- Traffic management will be handled using a multi-faceted approach. Key roadways will be designated based on their capacity.
- Camper traffic - As has been done in our past events and proven effective, each camper with a reserved campsite is incentivized to 'drop' their camper several days in advance of the event. An email goes out to campsite purchasers with a link to secure their camper drop-off appointment. By reserving a drop-off time, it has proven to not only reduce, but essentially eliminate, any traffic backup on public roads. Over 94% of campsites are typically reserved in advance of the show or during 'pre-sale' with few pull-in campsite purchases.
- Shuttles - We have been using the West Salem High School, Middle School, Elementary School, and Panther Den areas for almost half a decade for a park and shuttle location. With a significant amount of paved parking spaces in parking lots and street parking, there are also additional parking options on the empty lots near the school. Additionally, we have proven in previous years that pick up locations for shuttles at Valley View Mall parking lots provide ample parking, with opportunities to have additional parking options at the La Crosse County Fairgrounds, Onalaska parking lots or parking ramps, and shuttle pickups at specific hotel partners.
- Parking - The most parking passes we've ever issued at Country Boom was 560 vehicles in a single day. Attendees have chosen to park and take the shuttle, use a ride service (Uber, Lyft, etc.), or camp on-site. To accommodate any unforeseen waves of parking, we encourage patrons to purchase parking passes ahead of the event online or at local retailers such as Kwik Trip. Less than 10% of attendees purchase a parking pass as a drive up on the days of the event. We also structure staff in a way to allow for several entrance gates. Those who have already purchased their parking passes are visually recognized and allowed through almost instantly. Those who purchase day of are allowed to do so cashless so there is no delay in making change.

FREQUENTLY ASKED QUESTIONS

How will potential nuisances with concertgoers be managed?

- As has been proven with past Country Boom events, heavy emphasis is placed on not only responsible behavior, but also security personnel and physical barriers like chain link fences. Fences are installed at several levels and enforced for unintended entrances and exits to and from the event.
- Attendees have only a select few options when exiting the concert grounds: the campground; the parking lot; or boarding a shuttle. All of these options are fenced and enforced with personnel, and only those with the proper credentials can enter each option.
- Using these processes, there have been very few incidents at prior events.

FREQUENTLY ASKED QUESTIONS

Is the School District supportive?

- Yes, the school district is supportive. We have also had very productive conversations with which we plan to embark in a new mutually beneficial partnership to engage their students with hands-on training and experience in their Trades Program or CTE (Career and Technical Education).
- Students will have opportunities of constructing homes and other structures specific to the Country Boom events area. Lastly, we have initiated plans with the district's business and agriculture faculty to implement a community garden to promote and encourage community food support and fundraising opportunities, such as growing pumpkins.

FREQUENTLY ASKED QUESTIONS

Does Lakeview have any concerns?

- As noted above, the noise mitigation plans in place will minimize any potential noise at Lakeview.
- The outdoor space, programming, music and social impact represent a potential enormous return on investment for adjacent care facilities, from multi-generational activities and social outreach to mental health and quality of life enhancements.

FREQUENTLY ASKED QUESTIONS

How will security be handled?

- Security is handled through a partnership with local law enforcement, private security contractors, and Country Boom internal personnel responsible for access control.
- This provides security at each location and access point, allowing staff to safely handle any situation at each level of security threat.
- The best security policy is provided through prevention measures. At each entrance into the grounds, each attendee must go through a thorough search and screening typical of best practices for outdoor music venues
- There have not been any issues or occurrences in all of our years of Country Boom events.

FREQUENTLY ASKED QUESTIONS

How many concerts will happen on site and what is the nature of the events?

- Country Boom will be the only multi-day, signature event of its size and scale unless expansion is encouraged by the local municipality and community after proven success of the Country Boom festival.
- To make adequate use of the property and promotion of West Salem and surrounding regions, plans will be coordinated between the venue operators and local municipalities to gradually implement other uses of the property, such as smaller scale individual concerts, weekly or bi-weekly 'concerts in the park' similar to the City of La Crosse's "Moon Tunes," farmer's markets for local farmers promoting local sustainability, outdoor conferences and gatherings, a fall pumpkin patch and outdoor entertainment, and a holiday lights and ice castle attraction in the winter months.
- Other events will include youth mentorships, youth events, and youth involvement in the site maintenance; this has been shown to create local ownership and community pride which deters vandalism or disregard for the site.

FREQUENTLY ASKED QUESTIONS

How does an option agreement benefit the County and Village?

- By encouraging a public-private partnership, where each stakeholder is transparent and joint planning, strong communication, and a common guiding vision is achieved.
- The option agreement allows for the developer to work closely with the County and the Village through the evolution of the planning and development process and beyond, establishing a clear process for the development of the project until the land is transferred.
- The option also establishes the negotiation process, the agreed upon price for the land, and the typical contingencies for land transfer.

FREQUENTLY ASKED QUESTIONS

What happens at the end of the option agreement?

- The evolved plans and information on the project are distributed to the stakeholders and the title work and land transfer take place

FREQUENTLY ASKED QUESTIONS

What is the proposed timeline of the project?

- There is a project phasing map on page 6 of this submittal which communicates some of the project timing. Based on the analysis done by Cedar Corp. for the Village on this site, a housing development rate of a minimum of 10 homes/units is anticipated; however, based on demand, each phase may be up to 20 homes/units. Given this, a conceptual timeline may look something like this:
- Phase 1 (2025): Establishment of Country Boom Venue and P-3 Partnership with Builder/developer established
- Phase 2 (2026-2027): First section of Housing and Streets and Utilities Developed (Tilson Street Extended): 20 homes/units.
- Phase 3 (2027-2028): Second section of Housing and Streets and Utilities Developed (See Phasing Map): 20 homes/units.
- The Master Developer will manage the project according to market demand, fiscal responsibility, and coordination with the Village and flexibility to meet market opportunities consistent with the approved Village PDD.

FREQUENTLY ASKED QUESTIONS

How are neighbor's concerns addressed?

- As we have done with prior Country Boom events, community meetings have been open to the public, specifically inviting surrounding neighborhoods, to share both positive comments and improvements that are needed.
- As was proven at our most recent Township of Hamilton post-event review meetings, only one homeowner in the region even came to the meeting, and voiced a preference on how late in the evening the fireworks show would run.
- Additionally, we welcome questions and comments through traditional mail, email, online submissions, and a general phone number.

FREQUENTLY ASKED QUESTIONS

How will the project be sensitive to the Village's schools and infrastructure capacity?

The Country Boom Master Developer will work closely with the Village and School District on each phase, which will also be conceptually pre-determined in the Planned Development Zoning approved by the Village.

Each phase will provide a fiscal impact analysis to ensure open and transparent communications with the Village on the project's ability to sustain the infrastructure costs and long term operations and maintenance.

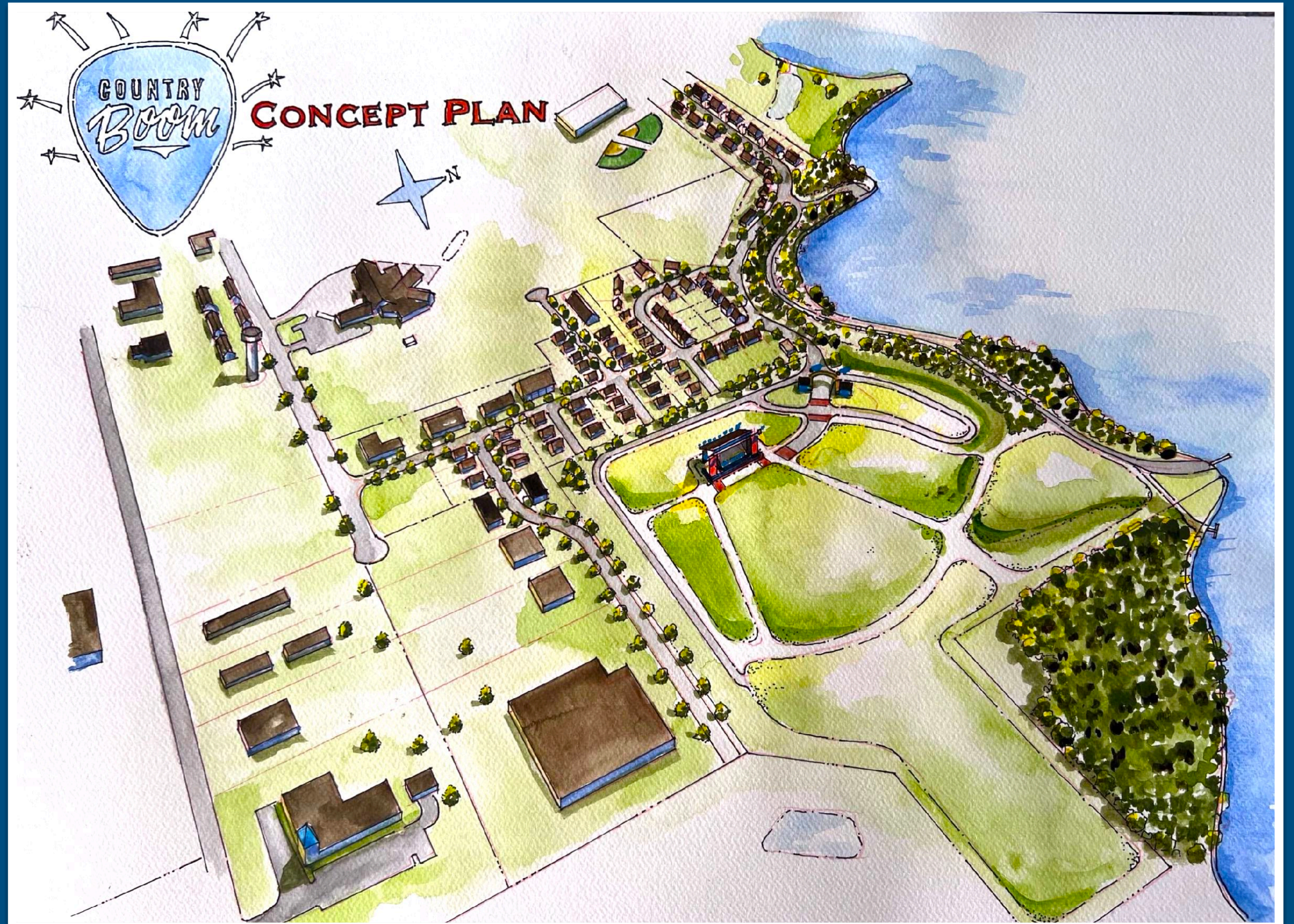
APPENDIX

Plans

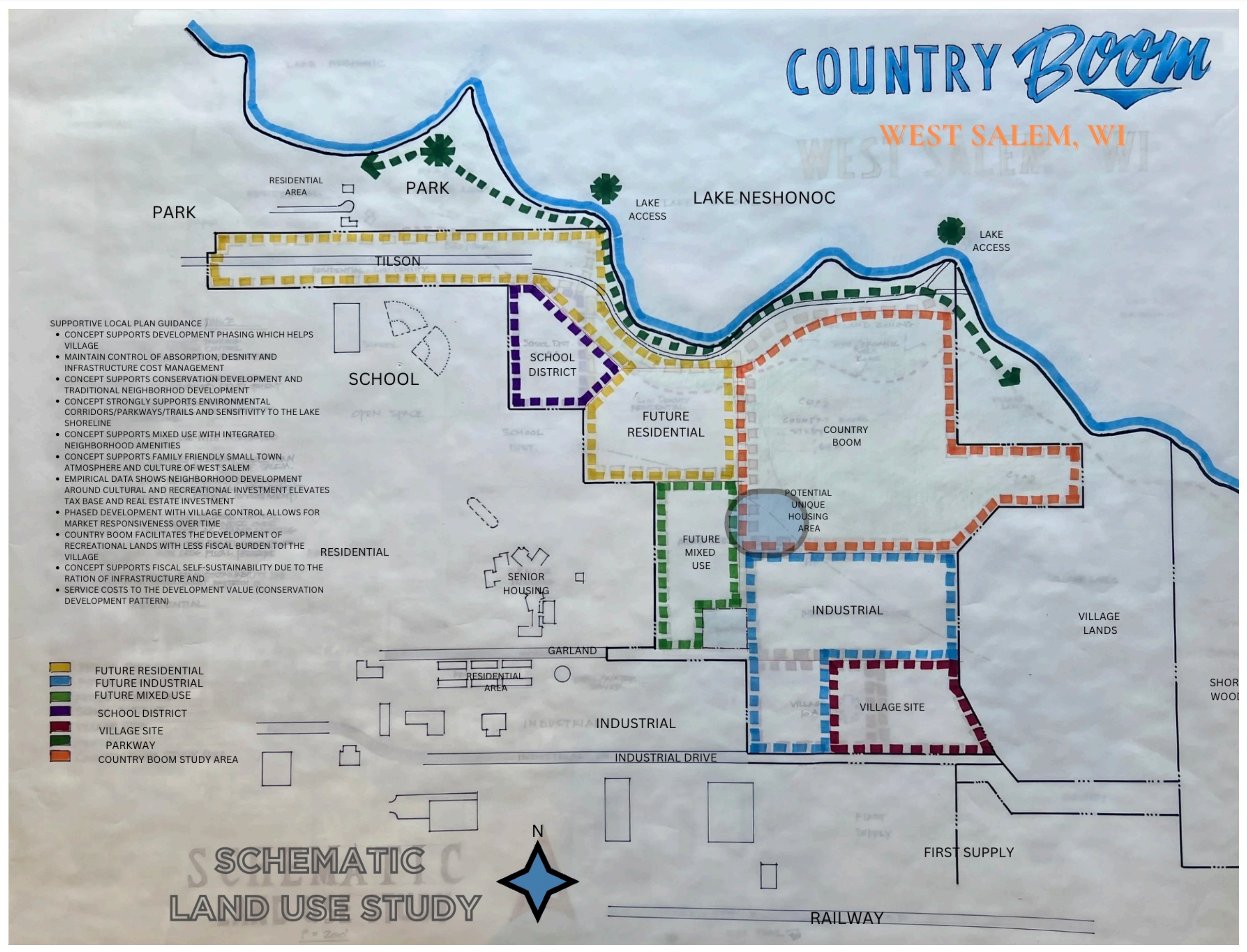
- Aerial Concept Master Plan
- Land Use Plan
- Phasing Plan

Option Draft

Early Access Agreement Draft



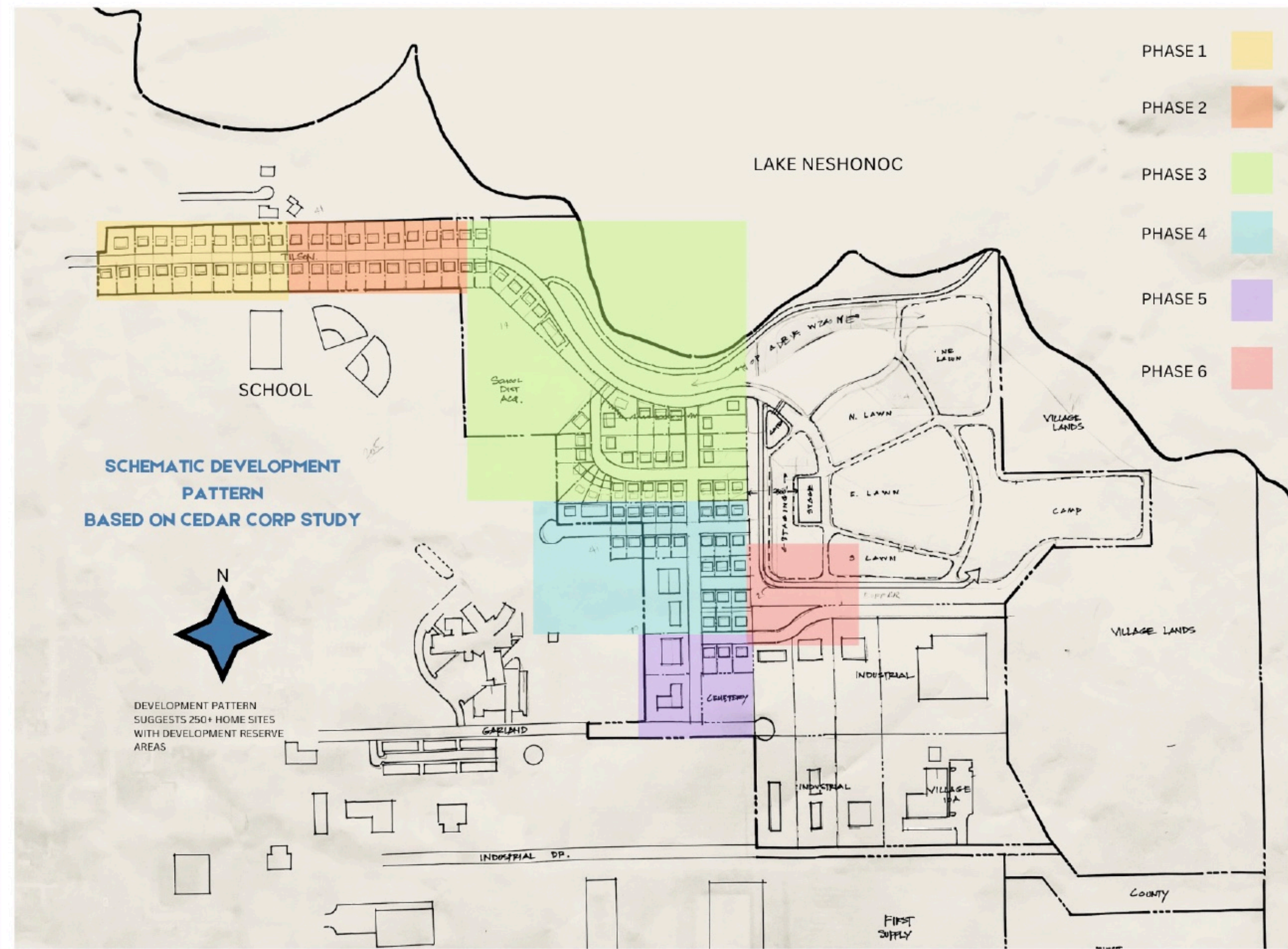
Conceptual Site and Land Use Plan



Conceptual Site Plan Aerial Illustration



Conceptual Phasing Plan



PHASE 1: 25 HOMES

PHASE 2: 25 HOMES

PHASE 3: 60 HOMES

PHASE 4: 75 HOMES

PHASE 5: 50 HOMES

PHASE 6: 50 HOMES (CONSERVATION CLUSTER DEVELOPMENT IDEA)

TOTAL HOMES: 285 HOMES

Option Agreement Draft

Insert Standard County Recitals.

This exclusive Purchase Option Agreement (hereinafter “Agreement”) is made between La Crosse County, Wisconsin, a Body Corporate (hereinafter “Grantor” or “Party”) and Country Boom LLC, a Wisconsin Limited Liability Company (hereinafter “DEVELOPER” or “Party”) (collectively hereinafter “Parties”)

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this “Agreement”), made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between La Crosse County having its office at 212 6th Street N, La Crosse, WI 54601 (hereinafter the “County” or “Grantor”), and Country Boom LLC, a Wisconsin limited liability company, having its office at _____ (hereinafter “DEVELOPER”).

WITNESSETH:

WHEREAS, the County owns property located (Option Premises) at lands referred to as the La Crosse County Farm at Tilson Street and Garland Street in the Village of West Salem, WI, County of La Crosse, WI (Tax Parcel(s) _____), and more fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a [insert project description, on parcel [_____]] as depicted in Plat (hereinafter “Project Site”); and

WHEREAS, the County desires to see the Project Site developed into an active mixed-use development that represents the Development Master Plan for the La Crosse County Farm, generating housing and economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, the County is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. The County hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring twelve (12) months after the Effective Date for the Project Site (the “Initial Term”). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the “Extended Term”). It is recognized that over time the DEVELOPER may desire to exercise an option over only certain parts of the entire Option Premises and may exercise that option on multiple occasions by providing Grantor with written notice by certified mail, return receipt sent to the County Clerk.
2. To secure the Initial Term, DEVELOPER shall pay the Grantor a payment in the amount of Ten Thousand Dollars (\$10,000.00). If DEVELOPER is awarded the Extended Term,

DEVELOPER shall pay to Grantor an additional payment in the amount of Five Thousand Dollars (\$5,000.00).

3. The County, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
4. It is understood by the DEVELOPER, the purchase price for the Option Premises shall be \$25,000 per acre, except any areas transferred which have been delineated floodplain or wetland shall be transferred at \$0.00 per acre or those area negotiated by the Parties. The Option payment paid for this Purchase Option shall be credited against the purchase price of the first parcel purchased. Payment of the purchase price shall be in the form of cash.
5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the County, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys’ fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.
6. The County shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith provide for the acquisition and development of the Project Site to DEVELOPER.
8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall be subject to the Village’s zoning authority. The County shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
9. DEVELOPER shall demonstrate the ability to obtain financing for the phased proposed future uses prior to the expiration of this Agreement.
10. DEVELOPER shall provide planning documents to the Grantor including but not be limited to, preliminary site planning, architecture, proposed density, and land uses. In advance of the execution of this Agreement, DEVELOPER shall present to the County the above stated materials.
11. If the parties agree upon and execute this Option, the County shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Option Agreement,

Option Agreement Draft

and any associated documentation for which the County has reviewed before executing the Option as stated in 10 above..

12.
- If the Option expires and/or no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to Grantor all studies, and surveys relating to the Project Site.
13.
- In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify the County in writing of the termination.
14.
- The County and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Option Agreement, and any lease or sale associated with this Agreement.
15.
- Transaction Closing Provisions
- a.
- Grantor shall provide, at DEVELOPER's expense, DEVELOPER with title insurance commitment, including GAP coverage, in the amount of the purchase price, written by an insurance company licensed by the State of Wisconsin, showing title as called for by this Agreement, at least thirty (30) days prior to closing. DEVELOPER shall provide Grantor written notice of any exceptions to the title which are unacceptable to DEVELOPER within Fifteen (15) days of receipt of the title commitment. Grantor shall have ten (10) days from the receipt of such list of exceptions, if any, within which to cure any matters excepted to. Failure of DEVELOPER to give notice of exceptions shall constitute approval of conditions of title as set forth in the title insurance commitment. At Closing, Grantor shall execute and deliver to DEVELOPER a Warranty Deed conveying the Option Premises to DEVELOPER free and clear of all liens and encumbrances, except municipal and zoning ordinances and title exceptions not objected to.
- b.
- It is recognized during the Initial or Extended Term of this Agreement the Grantor has a right on a year to year basis to lease the lands which are subject to this option to one or more third parties for agricultural purposes. The Grantor lease to the third party shall provide that if the option is exercised and land subject to the lease is transferred to the DEVELOPER, the lease with the third party with regard to the land transferred under this option is automatically and without notice terminated on the date of the deed to the DEVELOPER and all third party tenant rights under the lease and to any crop or inputs to the planted crop are transferred to the DEVELOPER and it's successors and assigns. Grantor hereby indemnifies and holds the DEVELOPER and it's successors and assigns harmless from any and all claims made by the Grantor and any third party tenant of the Grantor from any damages of any type (including reasonable attorney fees and costs in defending the claim or enforcing this provision) which arise out of any loss which is claimed as a result of the automatic lease termination and crop transfer to the DEVELOPER and it's successors and assigns. As part of the consideration for this agreement to the DEVELOPER agrees to mow and maintain areas directly adjacent to and contiguous to developed portions of contiguous land with the subject land to this option.
- c.
- It is recognized by the parties that there is currently a gravel pit/dirt way of travel which runs from the eastern termination of paved Garland Street to the Lake Neshonoc Dredge Bowl aka Garland Street extended and which lays partially on two separate parcels 16-1046-100 and 16-1054-300. The DEVELOPER holds a recorded easement over this way of travel which is recorded in the La Crosse County Register of Deeds office on

10/15/2019 as Doc No. 1734412. In the event the DEVELOPER exercises an Option to purchase and/or closes with a third party on any lands over which part of this easement lays, the parties agree to relocate this way of travel and easement to the north of said lands conveyed and to execute and record an amendment to the easement with the new legal description as provided by review of the DEVELOPER for access consistent with planned improvements and the La Crosse County Surveying Department.

16.
- Additional Provisions
- a.
- This Agreement shall be binding upon the Parties hereto and their sucesors and assigns. The preamble and Recitals to this Agreement are incorporated herein and made part of this Agreement by reference.
- b.
- All notices or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses:
- i.
- Grantor: La Crosse County, c/o La Crosse County Clerk, 212 North 6th Street, La Crosse, WI 54601
- ii.
- DEVELOPER: Country Boom, LLC, c/o Jon Holhaus,

IN WITNESS WHEREOF,

this Agreement has been duly executed as of the Effective Date.

County Board Chair

County Clerk

[DEVELOPER]

Name, Title

Early Access Agreement Draft

COUNTY FARM-COUNTRY BOOM CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT (“**Agreement**”), effective as of the _____ day of _____, 20__ (the “Effective Date”), by and between La Crosse County (“**Seller**”) and _____ a Wisconsin limited liability company (“**Buyer**”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Option to Purchase, dated _____, as amended, extended and assigned (the “**Option**”), pursuant to which Buyer has the option to purchase the real property now known as the County Farm,. Tax id #'s _____(the “**Property**”), upon the terms more particularly set forth in the Purchase Agreement;

WHEREAS, Buyer intends to develop the Property for _____ (“**Buyer’s Development**”) in accordance with the Site Plan attached hereto as Exhibit A;

WHEREAS, Seller has agreed to grant Buyer access to the Property for Buyer, and its consultants, contractors, subcontractors, agents and representatives (collectively, “**Performing Parties**”) to commence construction of Buyer’s Development on the Property (collectively, the “**Work**”) prior to the closing and conveyance of the Property from Seller to Buyer; and

WHEREAS, Seller agrees to grant Buyer access to the Property to perform the Work, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, Seller and Buyer agree as follows:

1. Right of Entry. Seller grants to Buyer and the Performing Parties a limited right of entry and access to the Property for the performance of the Work. All access must be coordinated with the construction manager-primary contractor (if applicable) on site and/or or Seller. Access to the site shall be made from Tilson Street at the eastern terminus, unless otherwise granted by the Village or the Seller.
- Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier of (i) the conveyance of the Property from Seller to Buyer, or (iii)
3. Performance Standards. All Work shall be performed at Buyer’s sole cost and expense, in a good and workmanlike manner and in compliance with all applicable federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations, including, without limitation, those relating to the environment or human health. Buyer shall, at Buyer’s sole cost and expense, procure all permits, approvals and inspections necessary for the Work.
4. Liens. Buyer shall keep the Property free and clear of any and all mechanics and construction liens for or arising out of or in connection with the Work, by, for, or permitted by Buyer on the Property. Buyer shall, within twenty (20) days after receiving notice of any claim of lien on the Property, discharge

such lien either by the payment of the indebtedness due the claimant, or by filing a bond (as provided by statute) as security therefor.

5. Improvements. No improvements shall be made to the property in advance of closing unless explicitly permitted by the Seller. Improvements are hereby defined as:

, but does not include site investigation, soil borings, finish grading, seeding/erosion control, gravel access drives.

6. Indemnity. Buyer shall indemnify, defend, and hold harmless Seller from all third party claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys’ fees (“Claims”), for liability to persons or property, caused by any error, omission or default of Buyer or the Performing Parties arising out of the performance of the Work, other than to the extent that such Claims arise due to the negligence or intentional misconduct of the Seller or Seller’s affiliates. In addition, Buyer agrees to defend, indemnify, and hold harmless Seller from and against any and all claims for which a construction or any other lien may be asserted by any person or entity against the Property as a result of the Work.

7. Miscellaneous Provisiohs.

- (a) This document constitutes the entire agreement and understanding between parties with respect to its subject matter and supersedes all prior negotiations and agreements. No amendment to this Agreement shall be valid unless it is in writing and signed by each party.
- (b) This Agreement shall be binding upon the respective successors and assigns of the parties.
- (c) No act or failure to act by either party will waive any right contained herein. Any waiver by either party must be in writing and signed by such party to be effective.
- (d) This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to such jurisdiction’s conflict of law principles.
- (e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- (f) The undersigned specifically represent that they are authorized to execute this Agreement.
- (g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be deemed effective unless and until signed by all of the parties hereto. Signatures delivered by email transmission shall he binding upon the parties.

Thank you.