



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final Redevelopment Authority

Thursday, June 23, 2022

4:00 PM

City Hall
Council Chambers

The meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by clicking this link (or typing the URL in your web browser address bar): <https://stream.lifesizecloud.com/extension/11133164/bf25392a-c72c-47c8-a792-6c8e0df79e09>

If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in.

Members of the public who would like to provide written comments on any agenda may do so by emailing tranea@cityoflacrosse.org, using a drop box outside of City Hall or mailing the Department of Planning, Development and Assessment, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7512.

Call to Order

Roll Call

Approval of Minutes from the May 26, 2022 meeting.

Agenda Items:

- 1 [22-0606](#) Merge Presentation and Review of Plans.
Attachments: [2022.01.21 LCM - Pullback Merge.pdf](#)

- 2 [22-0838](#) Review of Long Term Stormwater Maintenance Updated Agreement.
Attachments: [RPD - Long-Term Maint Agreement.pdf](#)

- 3 [22-0839](#) Update from SEH on Geotechnical Reports and Plat.
Attachments: [Preliminary Plat and Topographic Map.pdf](#)

- 4 [22-0840](#) Consideration and possible action on mowing contract with Nicholas J's Lawn Care LLC.
Attachments: [2022 Mowing Services With RDA Agreement River Point.pdf](#)

- 5 [22-0841](#) June 2022- Monthly update from WiRED Properties on River Point District.
Attachments: [June 2022 WiRED Update.pdf](#)

- 6 [22-0842](#) June 2022- Monthly Financials.
Attachments: [June 2022 Financials.pdf](#)
- 7 [22-0843](#) Consideration and possible action on contract with Vendi through 2022.
Attachments: [RDA Vendi Proposed SOW 2022 signed.pdf](#)

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
- 8 [22-0844](#) Consideration and possible action on deliverables for contract with WiRED through 2022.
Attachments: [RDA Wired Development Second Extension signed.pdf](#)

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)

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.

Redevelopment Authority Members:

Adam Hatfield, Andrea Richmond, Edward Przytarski, Gus Fimple, John Kovari, Karen Dunn, & Michael Sigman.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0606

Agenda Date: 5/26/2022

Version: 1

Status: Referred

In Control: Redevelopment Authority

File Type: Review

Agenda Number: 1



La Crosse Mixed-Use

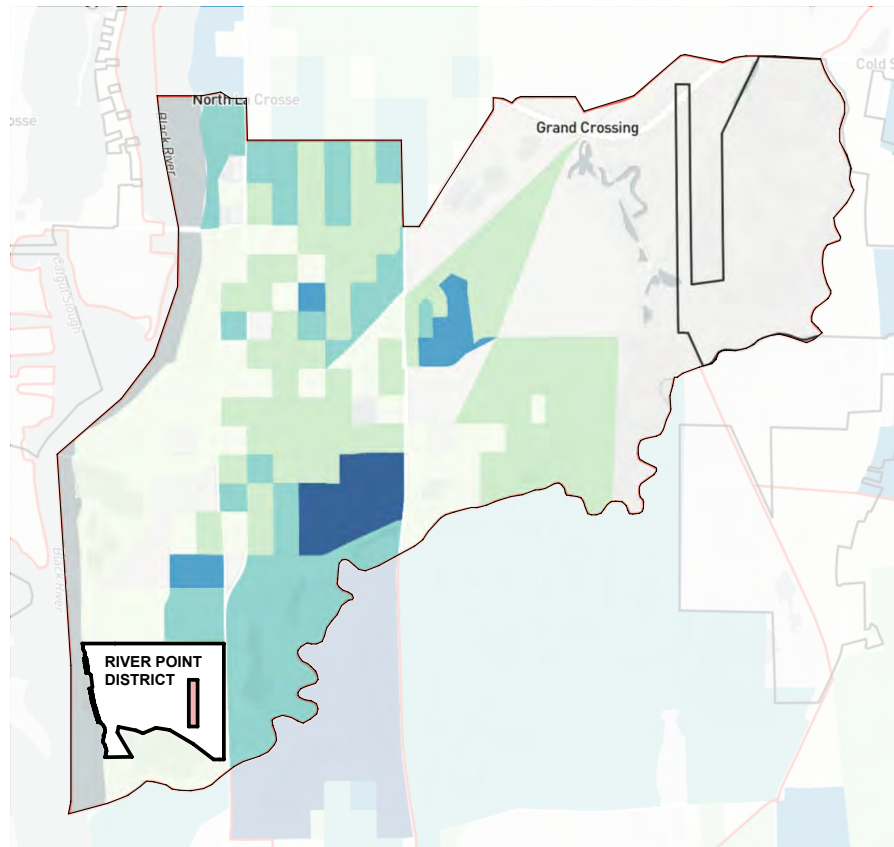
RDA PRESENTATION // RIVER POINT DISTRICT

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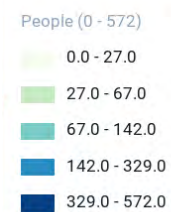
| | |
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LA CROSSE MIXED-USE

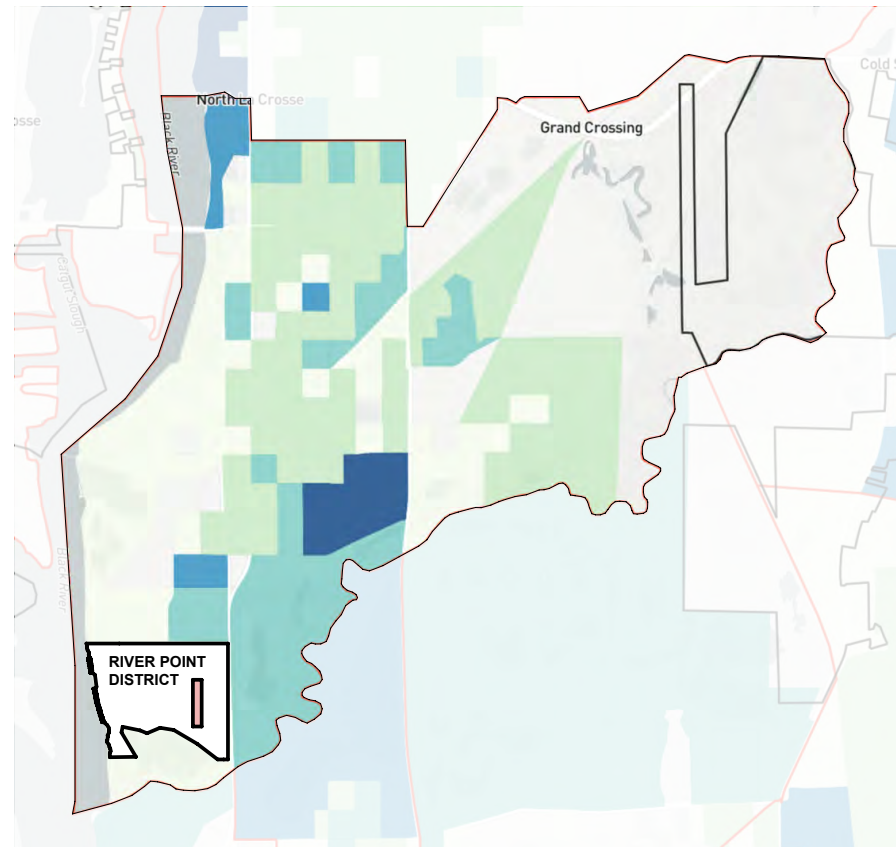
SOCIOECONOMIC DATA



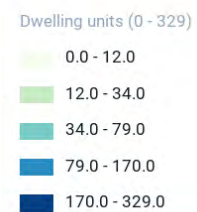
POPULATION



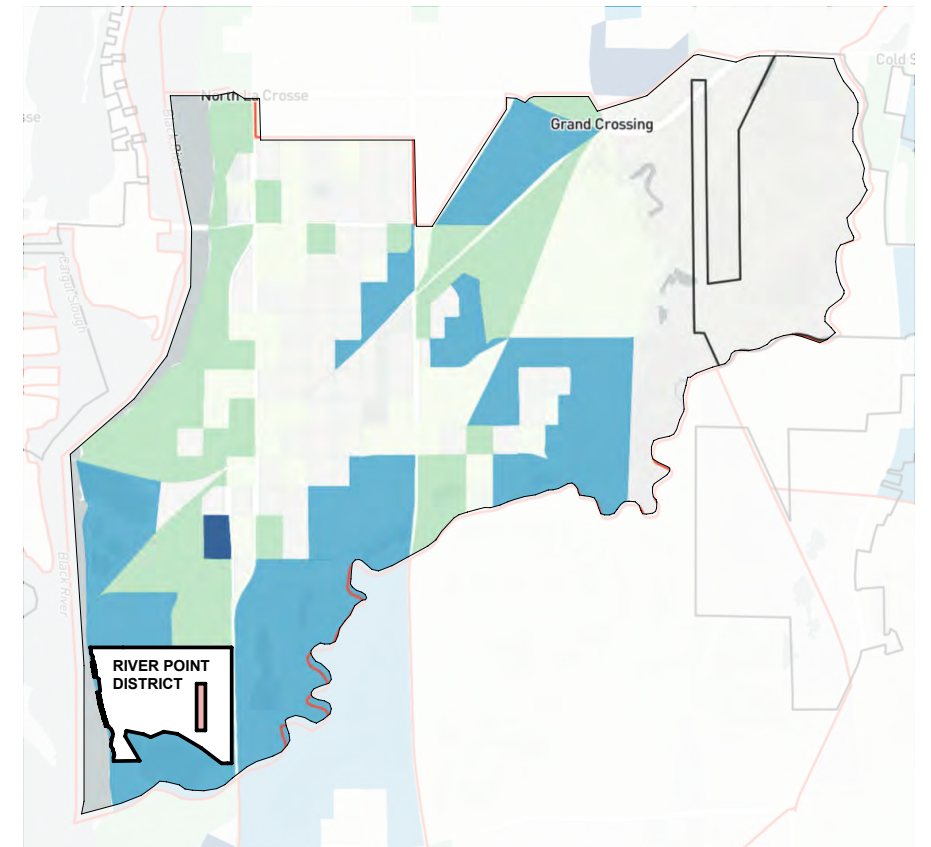
The location of the population indicates that currently there is not high density in the surrounding area. The introduction of the master plan development will change this metric.



DWELLING UNITS



The dwelling units of the surrounding area illustrate that where people work and where people live are two separate areas.



EMPLOYMENT AREAS

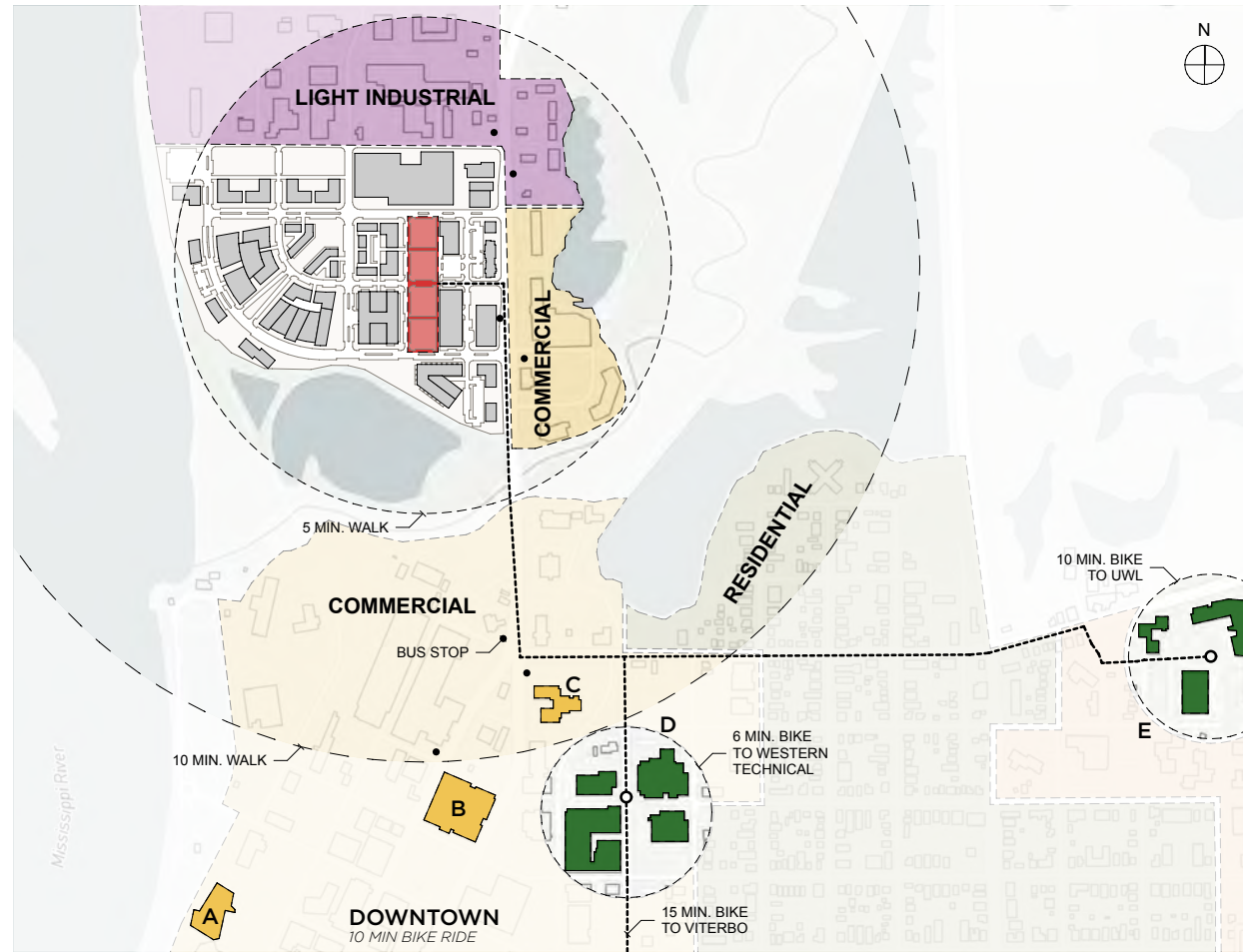


The employment areas of the areas are focused around the major employers, like the Mayo Clinic. The employment areas around the site are currently primarily light industrial.

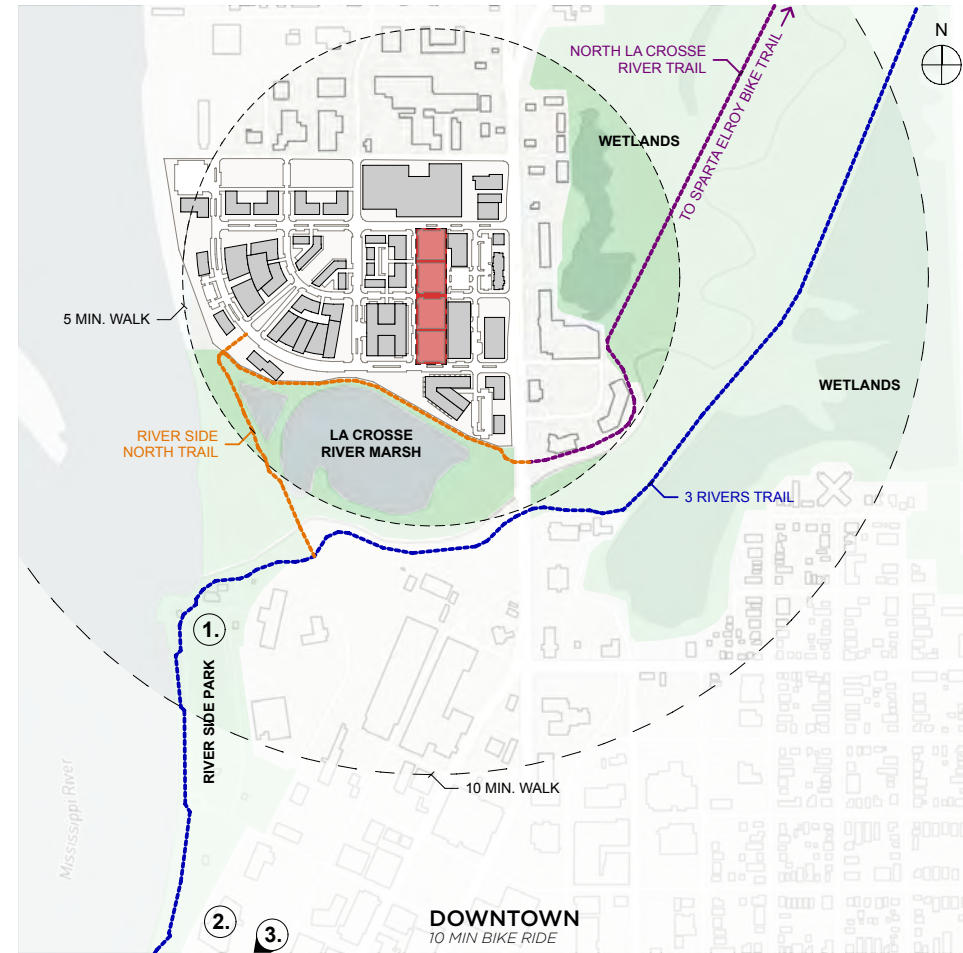
LA CROSSE MIXED-USE

WALKABILITY

CONTEXT MAP



WALKABILITY



DRIVING DISTANCE TO MAJOR EMPLOYERS

| | |
|-------------------------------|---------|
| Gunderson Health System | 10 MIN. |
| Mayo Clinic | 15 MIN. |
| Trane Supply Center | 10 MIN. |
| Kwik Trip Distribution Center | 10 MIN. |

LANDMARKS

- A. La Crosse Center
- B. La Crosse Court House
- C. La Crosse City Hall
- D. Western Technical College
- E. University of Wisconsin - La Crosse



"A Simpler Time"



"The La Crosse Players"



"Herons of La Crosse"

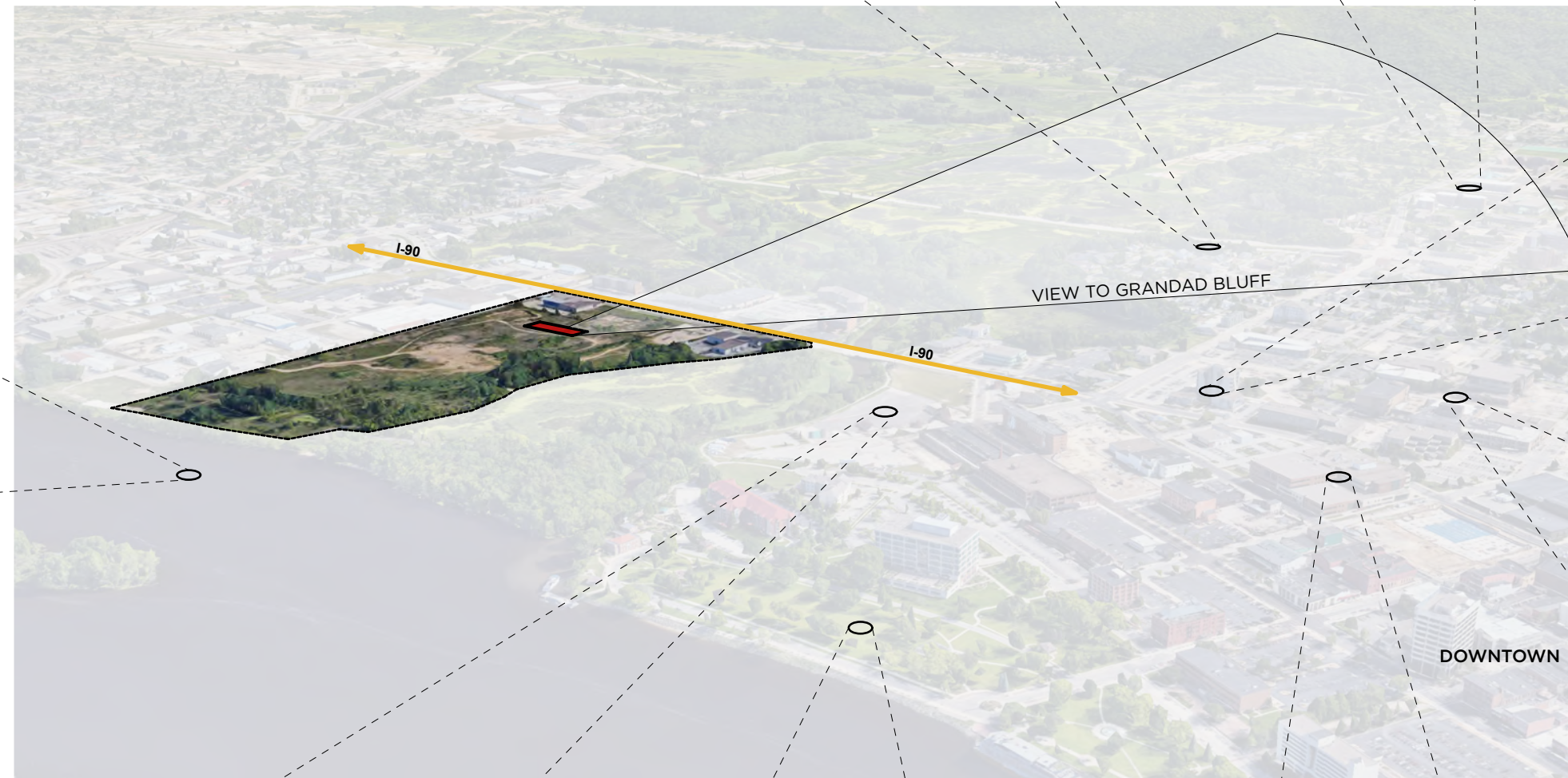
SPARTA ELROY BIKE TRAIL



LA CROSSE MIXED-USE

LANDMARKS

POINTS OF INTREST



SKATE PARK



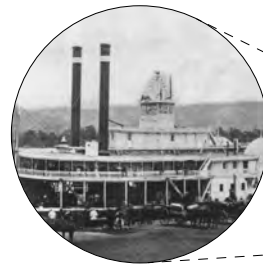
UNIVERSITY OF WISCONSIN - LA CROSSE



GRANDAD BLUFF



LA CROSSE CITY HALL



HISTORIC WAR EAGLE SHIPWRECK

VIEW TO GRANDAD BLUFF

DOWNTOWN



WESTERN TECHNICAL COLLEGE



OKTOBERFEST GROUNDS



RIVERSIDE PARK



LA CROSSE COURT HOUSE

LA CROSSE MIXED-USE

RIVER POINT DISTRICT MASTER PLAN INFO.

2.0 GENERAL DEVELOPMENT PLAN

2.1 Organizing Principles

Riverside North is designed to highlight and incorporate the majestic elements of its natural setting. Green connections address public activity nodes and give a clear framework to the development's organizing principles.



GREEN SPACE

The green spaces of the master plan help to guide the pedestrian towards the main public plaza.

The site interacts with the green space along the South Western edge and maintains views of the green space along the Southern and Western facades.

The project will interact with the views and pedestrian streetscape that is informed by the master plan green spaces.

3.0 INFRASTRUCTURE DESIGN

3.1.3 Residential Street Edges

Residential street edges are required to meet the following guidelines to encourage walkability and community within the development:

- Reinforcement of the urban street edge in the form of landscaping or decorative boundary elements shall be implemented to enhance the pedestrian experience and emphasize a community territory.
- Moderately shallow front setbacks or building recesses are strongly recommended to break up building facades and provide additional landscaped elements.
- Ground floor residential uses, such as walk-up dwelling units shall be raised above the street level to increase sense of privacy but still provide the perception of an active street facade.
- Variations in architectural design & materials at the street edge are required to create visual diversity within the urban fabric.
- Pedestrian courtyards and small gardens shall be utilized to enhance the aesthetic appeal along the street and minimize large gaps in the street edge.
- Avoid ground floor continuous solid facades or exposed parking wherever possible.



3.1.4 Commercial & Mixed-Use Street Edges

Commercial and Mixed-use building street edges should consider the following guidelines to further encourage walkability within the development:

- At least one pedestrian entrance shall be provided along the street facade of each separate business or entrance of a building abutting the public right-of-way. On corner buildings, corner entrances are encouraged, however if not achievable the entrance shall be placed on the primary street.
- All commercial uses, regardless of size should be oriented towards the primary street.
- Avoid ground floor continuous solid facades or exposed parking wherever possible.

RIVERSIDE NORTH



MIXED USE STREET EDGES

The ground plane and how a building interacts with it is vitally important to a successful building.

The master plan document articulates several great examples of street edges that the site can utilize.

3.0 INFRASTRUCTURE DESIGN

3.1.5 Pedestrian & Bicycle Network Links

The overall master plan for Riverside North is designed to maximize and encourage pedestrian travel through the development, reducing the need for automobile use. Strong pedestrian connections and circulation patterns are critical to the success of the development.

Infrastructure must be planned with the pedestrian level experience as the priority. Pedestrian routes should be direct, simple, and unambiguous. Streets shall have sidewalks on both sides with integrated landscaped terraces. Multi-purpose, public trails will be constructed along the western side of the development from the Northern limits of the site to the Southern limits and potentially beyond. Connecting into existing public trails, new trails will connect and lead from the public amenity spaces to the river. As shown in Figure 3.1.5.2, it is planned to have numerous pedestrian access points into the Riverside North site.

3.1.5 Pedestrian & Bicycle Network Links

The primary pedestrian network should include:

- Prioritization of the pedestrian experience by implementing pedestrian friendly design elements
- Connection of key pedestrian destinations such as plazas, parks, and entertainment/commercial amenities
- Vehicular traffic calming at intersections to give pedestrians a safe experience
- Avoidance of long pedestrian gaps in excess of 75' that provide no positive pedestrian experience or activities
- Parking areas shall be designed to have minimal impact on pedestrian movements and views
- All proposed plans should include pedestrian access points and walkways

3.1.5 Pedestrian & Bicycle Network Links

Pedestrian & Parking Frontages should be designed with landscaping, decorative fences, garden walls, lighting, and/or building to reinforce the street edges and provide visual screening. Parking areas should incorporate clear pedestrian pathways that connect to the rest of the site. As future parking requirements evolve over time, these parking areas should be designed to adapt into more pedestrian friendly, walkable streets.

Trees and landscaping should be located along the edges of walkways, most importantly at large open areas. Walkways should be buffered from driving lanes and parking with landscaping. Walkways are encouraged to have decorative pavement and should have pedestrian scale lighting.

3.1.5 Pedestrian & Bicycle Network Links

Proposed development sites with different peak user times should use a shared parking model to reduce the amount of parking required for each separate use.



3.1.5 Pedestrian & Bicycle Network Links

The master plan encourages the use of bicycles and other forms of active transit across the site by providing infrastructure designed to support safety and comfort of use. Green boulevard roadways throughout the site include travel lanes for vehicles and bicycles. Neighborhood streets are compact due to lower traffic frequency. See Figure 3.1.5 and Street Section Type A in Figure 3.1.1.2.

3.1.5 Pedestrian & Bicycle Network Links

Residential zones are encouraged to provide public bike racks/parking areas near major building entry points. Bike rack and parking zones should be designed to avoid impediment of pedestrian travel.



WALKABILITY

Bike specific lanes are intended along the Western facade.

By combining this with a lively streetscape, walk-up units for each building becomes a desirable way of interacting with the ground plane.

3.0 INFRASTRUCTURE DESIGN

3.1.1 Street Design

Vehicular circulation must be safe, designed efficiently to maintain/operate, and be supportive of the major economic, environmental, and community goals of Riverside North. An internal vehicle and shared bicycle circulation pattern is facilitated by a hierarchy of public/private roads within the development. This internal system is intended to allow vehicles and bicycles to navigate within the development site, connect to the existing city grid and thereby lessening the traffic burden on Copeland Avenue.

The provisions of Chapter 44-Traffic and Vehicles of the Municipal Code pertaining to vehicular roadway regulations shall remain in effect unless otherwise modified by the Plan Commission as a part of the approval of detailed site and building plans with recommendations by the City Engineering Staff.

The projects street sections are designed to include typical urban elements including sidewalks or paved trails, a green or paved terrace, parallel parking, required ROW infrastructure, and automobile/bicycle travel lanes. These elements support travel by foot, bicycle, and motor vehicle.

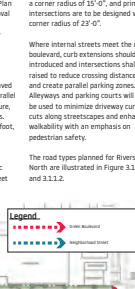
3.1.1 Street Design

Where internal streets meet the new boulevard, curb extensions should be introduced and intersections shall be raised to reduce crossing distances and create parallel parking zones. Allowways and parking courts will be used to minimize driveway curb cuts along streetscapes and enhance walkability with an emphasis on pedestrian safety.

At street intersections, corner radii will be sized to support traffic calming measures. Secondary street intersections are to be designed with a corner radius of 15'-0", and primary intersections are to be designed with a corner radius of 22'-0".

The road types planned for Riverside North are illustrated in Figure 3.1.1.1 and 3.1.1.2.

3.1.1 Street Design



3.1.1 Street Design

Figure 3.1.1.2 Active Street Types

RIVERSIDE NORTH



STREETSCAPES

With a primary access point to the entire master plan along the Southern facade of the site, it enables the building to become a "gateway" to the master plan as a whole.

By being a gateway to the development, the buildings can help set the tone for the future buildings of the master plan.

LA CROSSE MIXED-USE

DRIVERS + CONCEPT

DRIVER 1 // Urban Living Future

La Crosse is a unique living environment largely comprised of historic downtown buildings and older homes. The opportunity of the site is to integrate the present natural context immediately connected to downtown with housing and mixed-uses in a new and modern vision for urban living continuing the draw of people to the city. The peaceful nature of this site today is a beautiful context to live in and enjoy.

DRIVER 2 // First Vertical

As the first project vertical in the Riverpoint District, the challenge is to set the bar high for the character of a complex and vibrant neighborhood within a single building and site design. Healthy, active lifestyles will be reinforced in the built environment an activated public realm (including street scape entries and “third spaces”), facilitation of outdoor recreation and individual living spaces immediately connected to the environment.

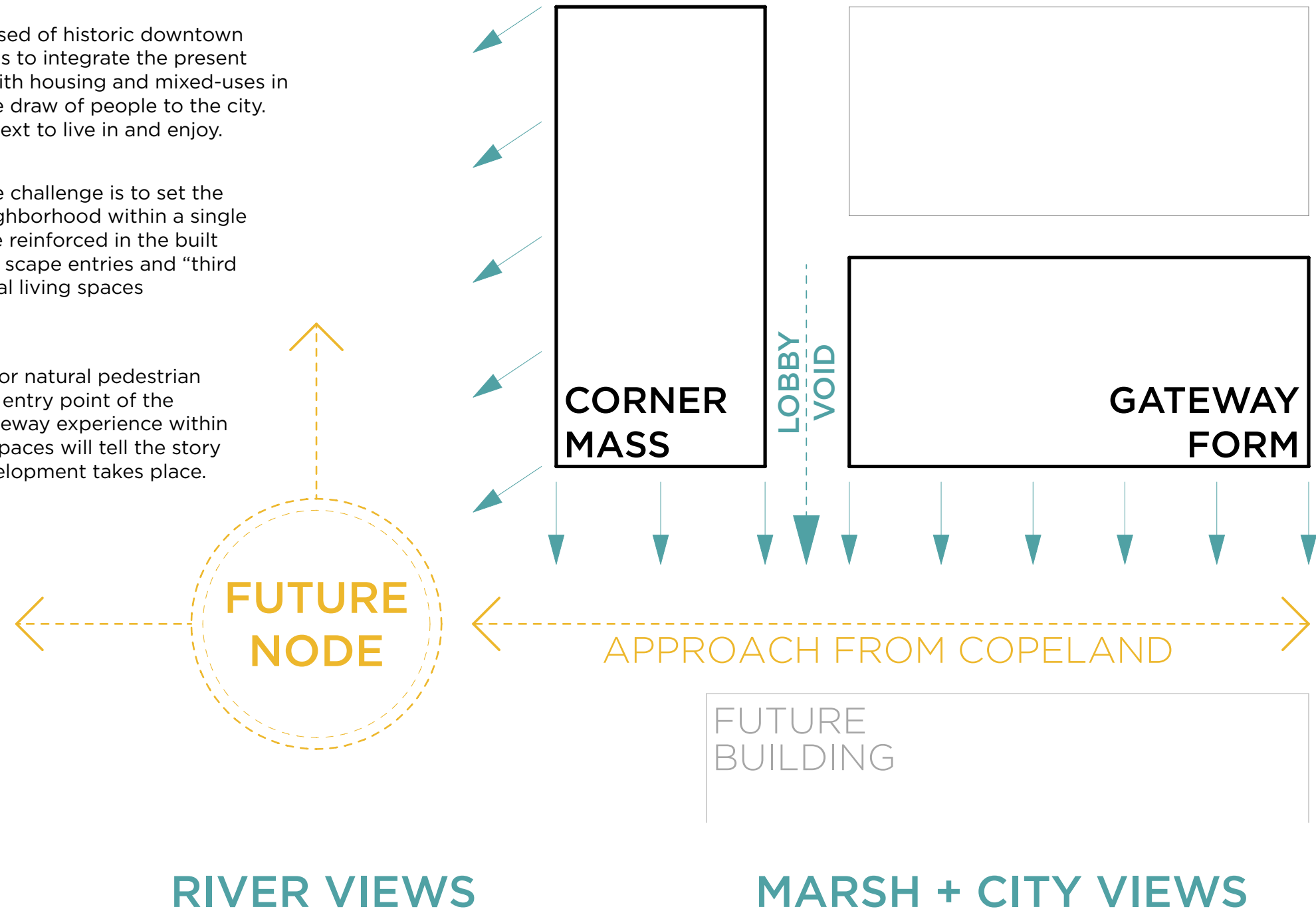
DRIVER 3 // Gateway + Node

Future activation of nodes within the district is critical for natural pedestrian way finding and creating internal urban scale. From the entry point of the district, the phase 1 building will also create the first gateway experience within the street approach. Progressing through these urban spaces will tell the story of district as it will continue to unfold as continued development takes place.

LA CROSSE MIXED USE

MERGE URBAN DEVELOPMENT

CONCEPT DIAGRAM
NOT TO SCALE



LA CROSSE MIXED-USE

PRECEDENT



1



2



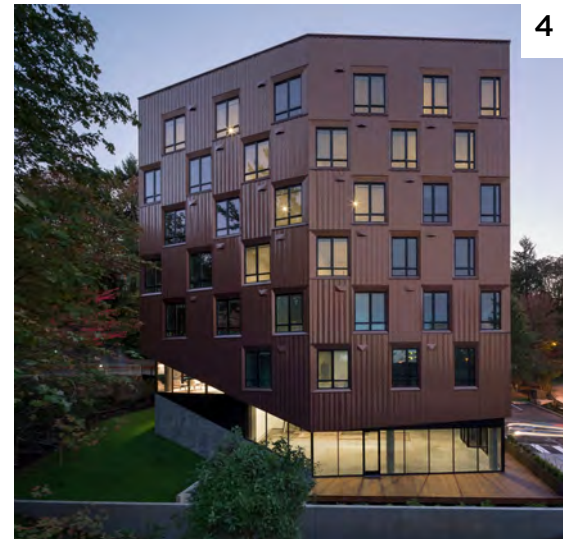
3



5



6



4



7



8

LEGEND

- 1. RISD North Hall, Providence
- 2. Grandad Bluff, La Crosse
- 3. La Crosse Civic Center, La Crosse
- 4. Treehouse Apartments, Oregon
- 5. Flora Apartments, Stockholm
- 6. Riverside Park, La Crosse
- 7. Treehouse Apartments, Oregon
- 8. Pearl Street, La Crosse

LA CROSSE MIXED-USE

PHASE 1 - NODE



LA CROSSE MIXED-USE

PHASE 1 - STREETScape



LA CROSSE MIXED-USE

PHASE 1 - GATEWAY



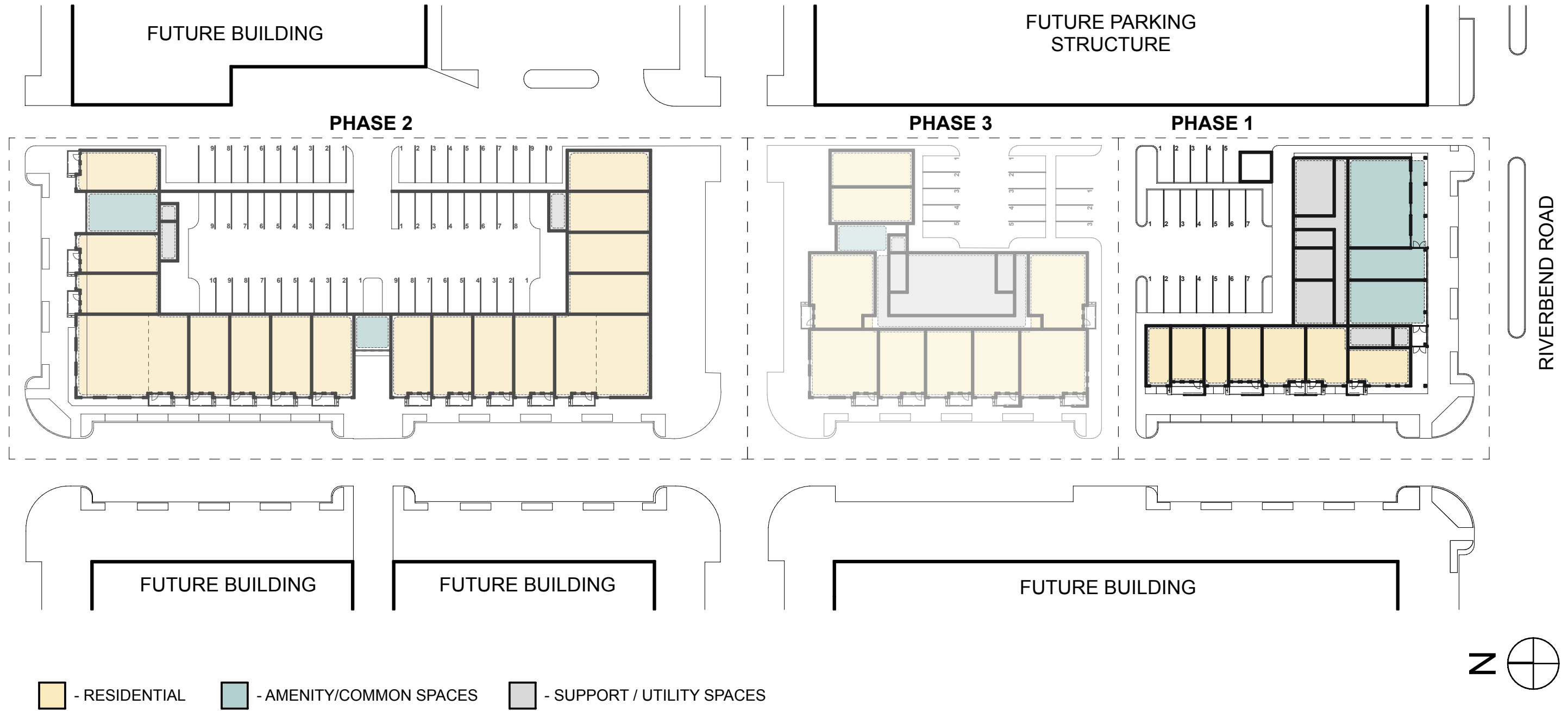
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PHASE 2 - NODE



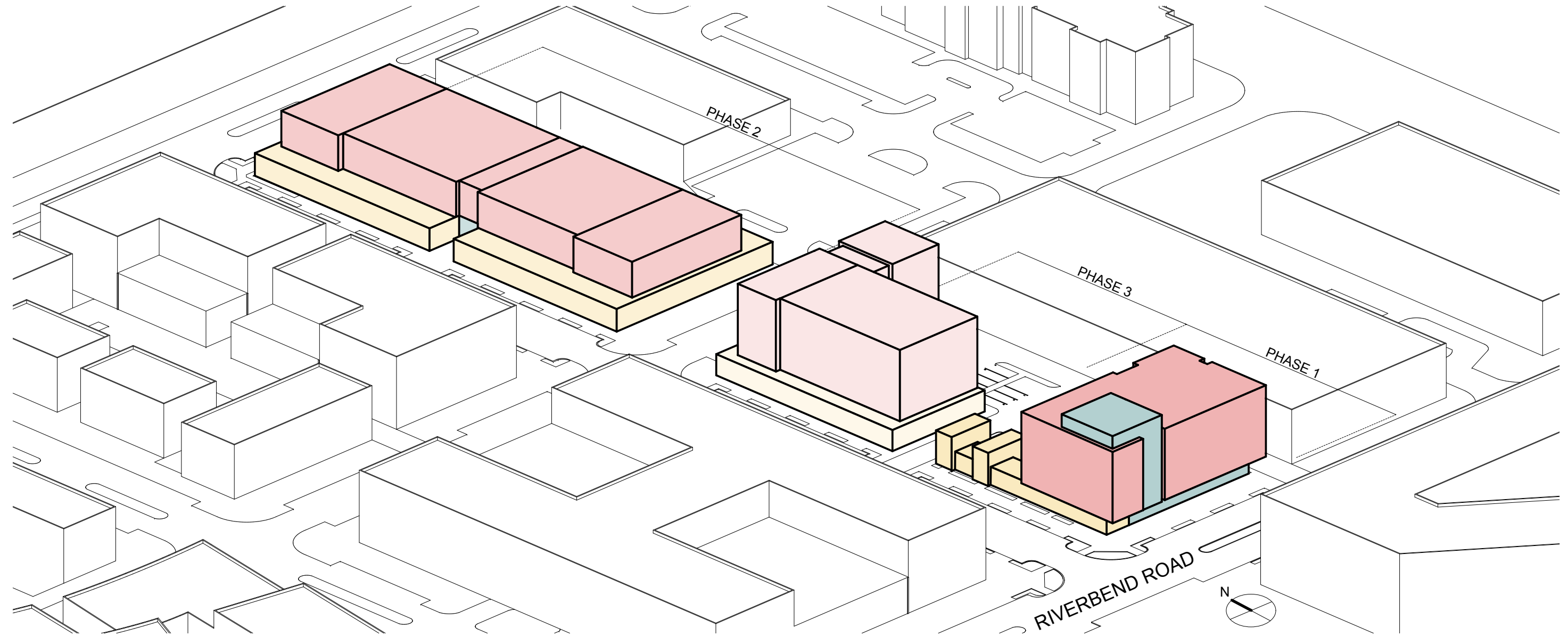
LA CROSSE MIXED-USE

SITE PLAN



LA CROSSE MIXED-USE

MASSING DIAGRAM



- RESIDENTIAL
- AMENITY/Common SPACES
- SUPPORT / UTILITY SPACES

PHASE 1
 DWELLING UNITS:
 11 UNITS PER FLOOR @ 2 - 5 = 44 UNITS
 5 WALK-UP UNITS
 TOTAL UNITS = 49 UNITS

PHASE 2
 DWELLING UNITS:
 39 UNITS PER FLOOR @ 2 - 3 = 78 UNITS
 19 WALK-UP UNITS
 TOTAL UNITS = 97 UNITS

PHASE 3
 DWELLING UNITS:
 11 UNITS PER FLOOR @ 2 - 5 = 44 UNITS
 9 WALK-UP UNITS
 TOTAL UNITS = 53 UNITS

PROJECT TOTAL : 199 UNITS

LA CROSSE MIXED-USE

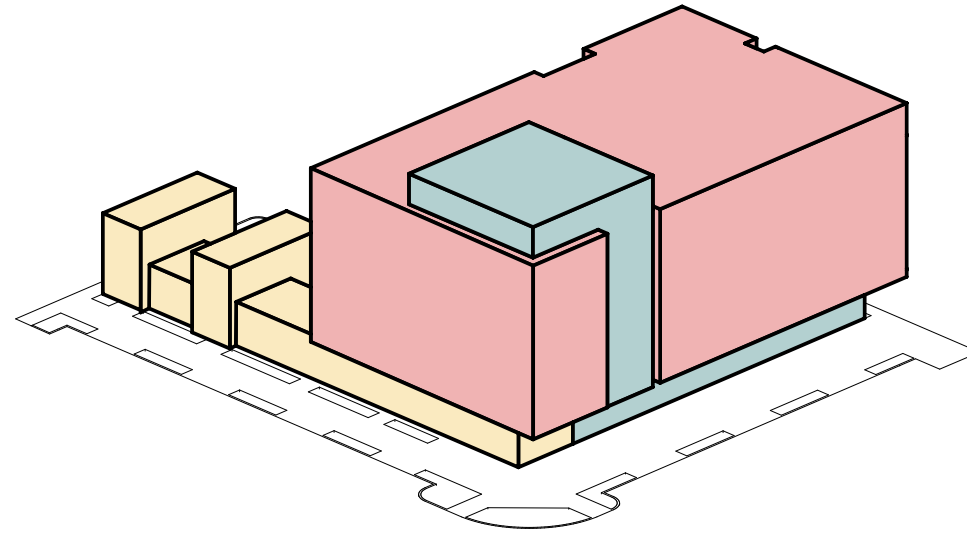
PRO FORMA + PLAN DIAGRAMS : PHASE 1

PHASE 1

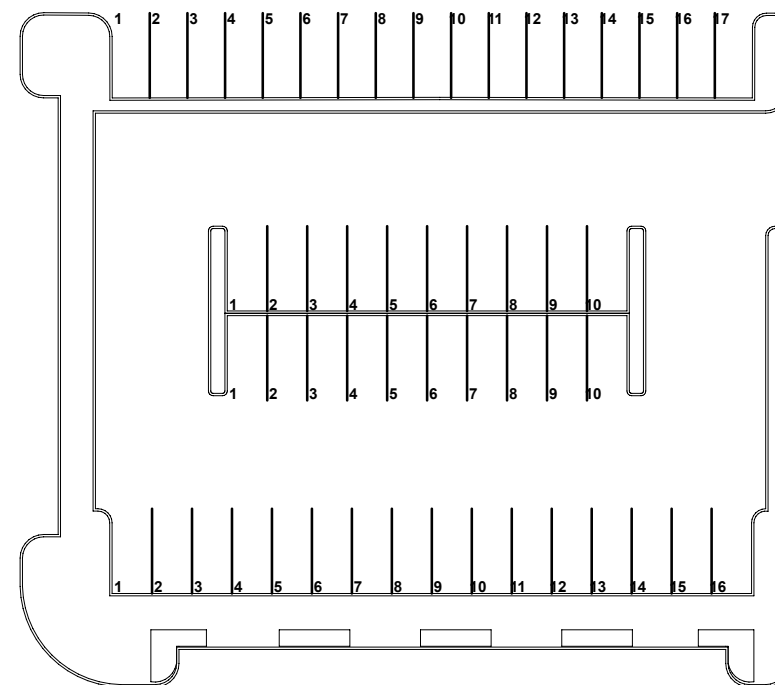
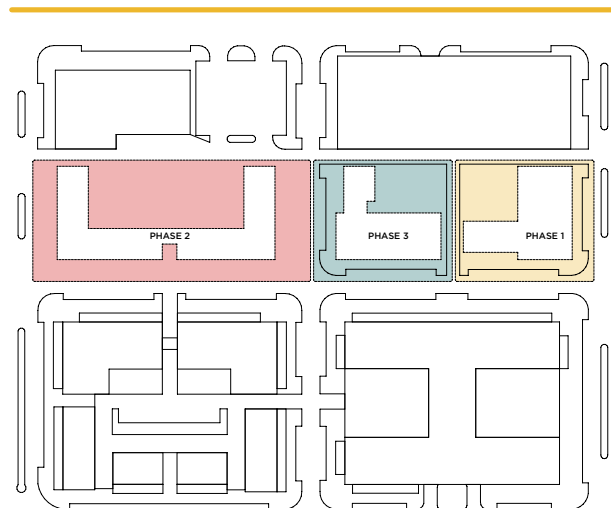
BUILDING INFORMATION:
 STORIES: 5 STORIES + ROOF DECK
 PARKING: 72 SPACES ON SITE

SQUARE FOOTAGE:
 LEVELS 1 = 11,200 SF
 LEVELS 2 - 5 = 8,400 SF
 TOTAL GROSS = 44,800 SF

DWELLING UNITS:
 11 UNITS PER FLOOR @ 2 - 5 = 44 UNITS
 5 WALK-UP UNITS
 TOTAL UNITS = 49 UNITS

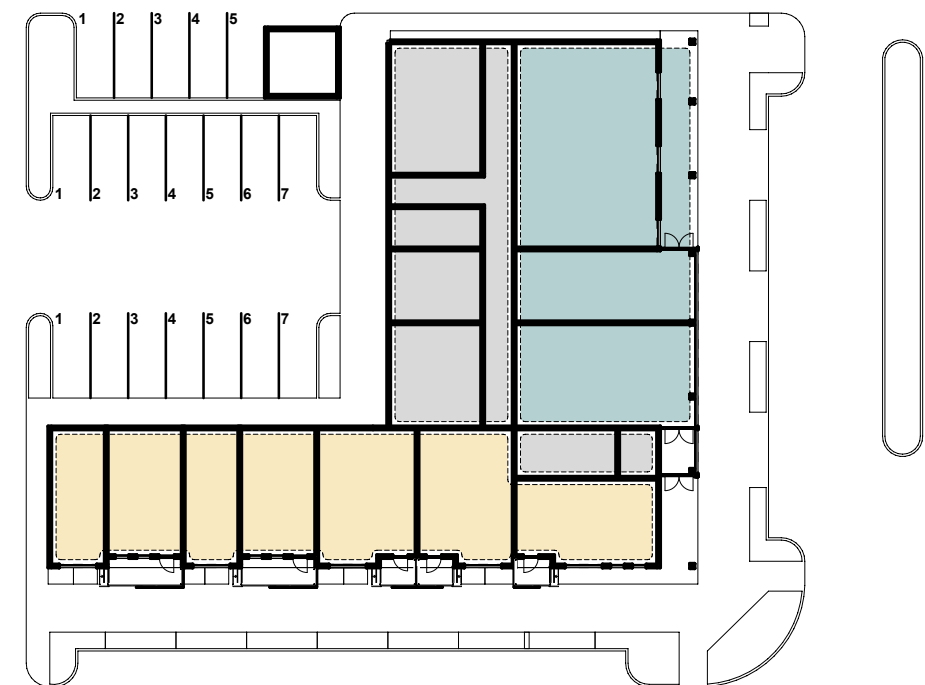


PHASE 1 : AXONOMETRIC



PHASE 1 : FIRST FLOOR PLAN

- RESIDENTIAL
 - AMENITY/COMMON SPACES
 - SUPPORT / UTILITY SPACES



LA CROSSE MIXED-USE

PRO FORMA + PLAN DIAGRAMS : PHASE 2

PHASE 2

BUILDING INFORMATION:

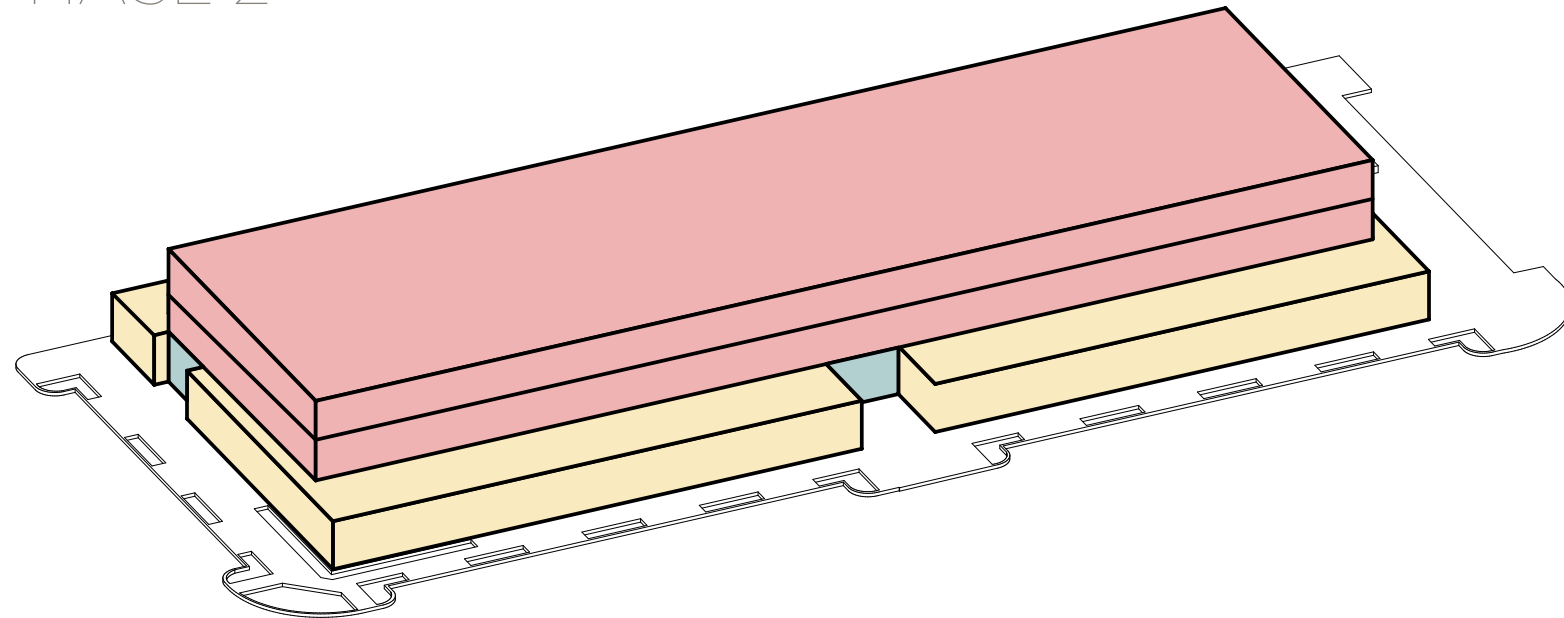
STORIES: 3 STORIES
 PARKING: 55 SPACES ON SITE

SQUARE FOOTAGE:

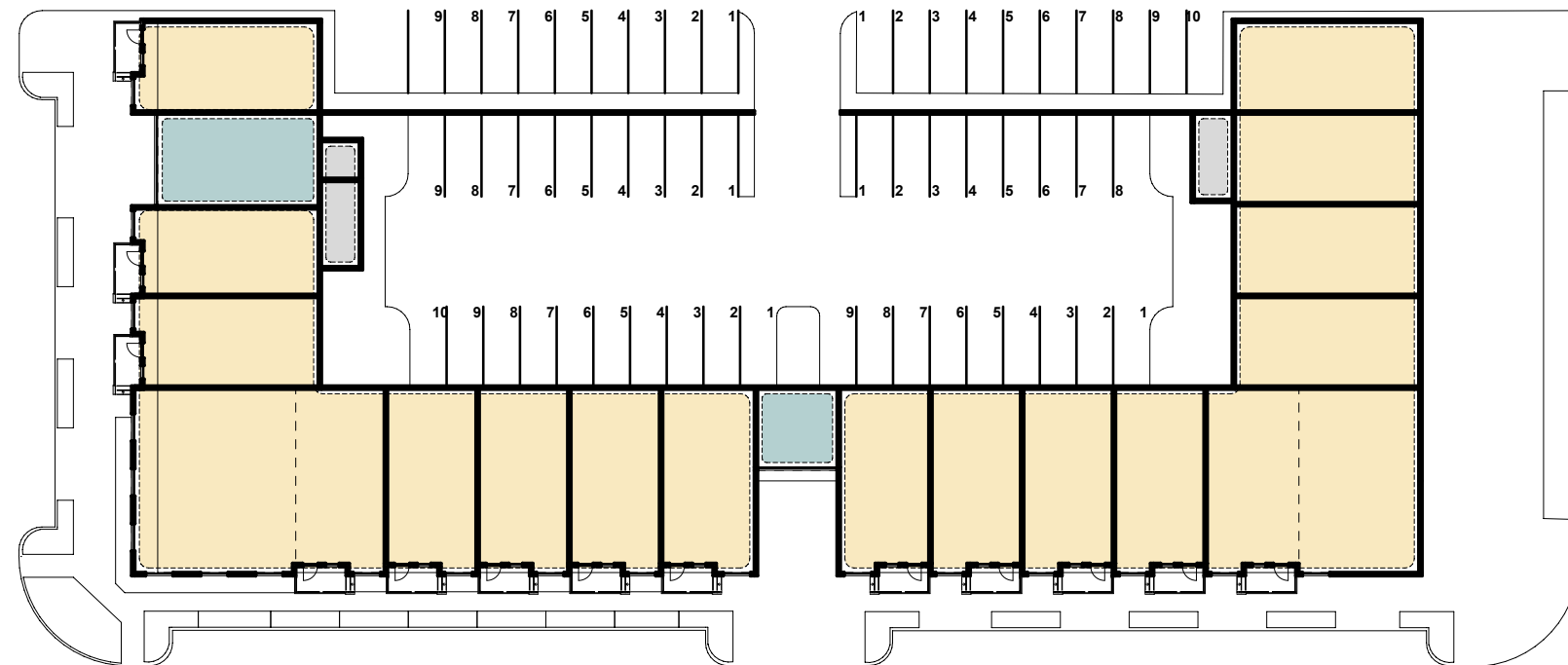
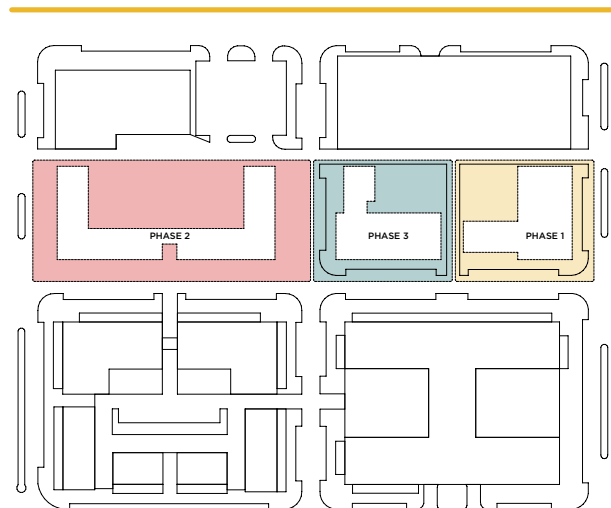
LEVELS 1 - 5 = 29,225 SF
 TOTAL GROSS = 146,125 SF

DWELLING UNITS:

39 UNITS PER FLOOR @ 2 - 3 = 78 UNITS
 19 WALK-UP UNITS
 TOTAL UNITS = 97 UNITS



PHASE 2 : AXONOMETRIC



PHASE 2 : FIRST FLOOR PLAN

- RESIDENTIAL
 - AMENITY/COMMON SPACES
 - SUPPORT / UTILITY SPACES

LA CROSSE MIXED-USE

PRO FORMA + PLAN DIAGRAMS : PHASE 3

PHASE 3

BUILDING INFORMATION:

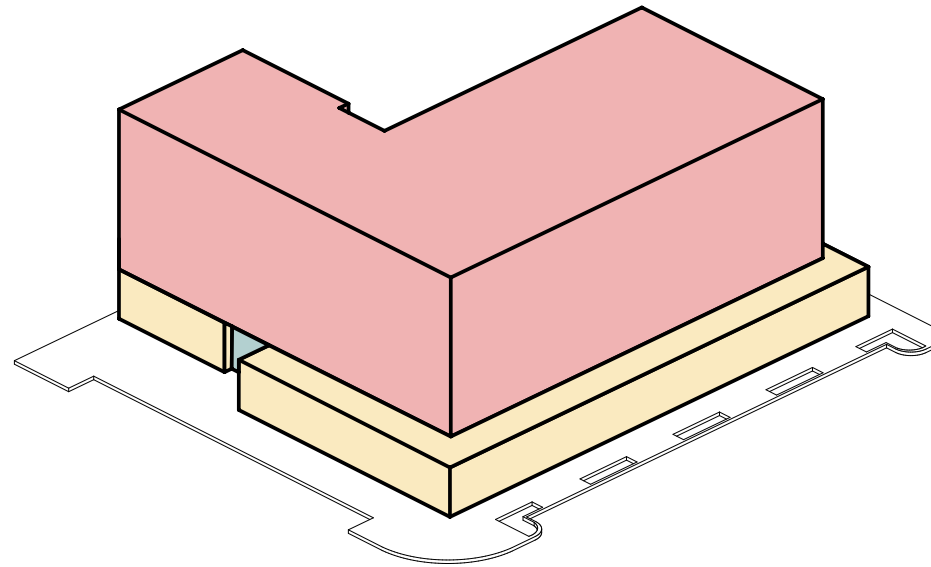
STORIES: 5 STORIES
PARKING: 13 SPACES ON SITE

SQUARE FOOTAGE:

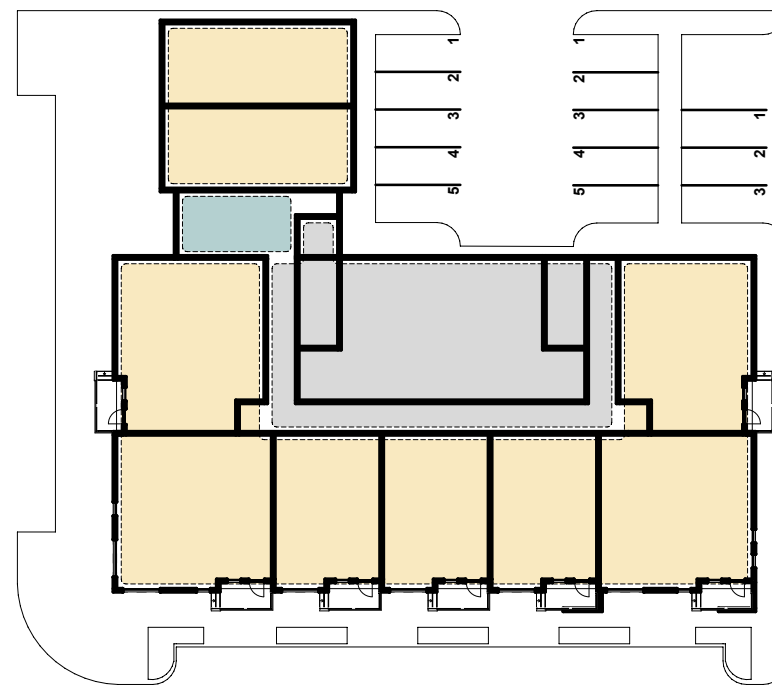
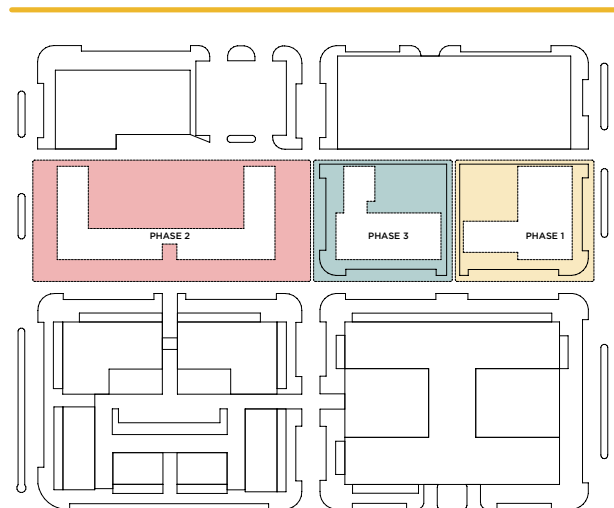
LEVELS 1 = 10,350 SF
LEVELS 2 - 5 = 8,500 SF
TOTAL GROSS = 44,350 SF

DWELLING UNITS:

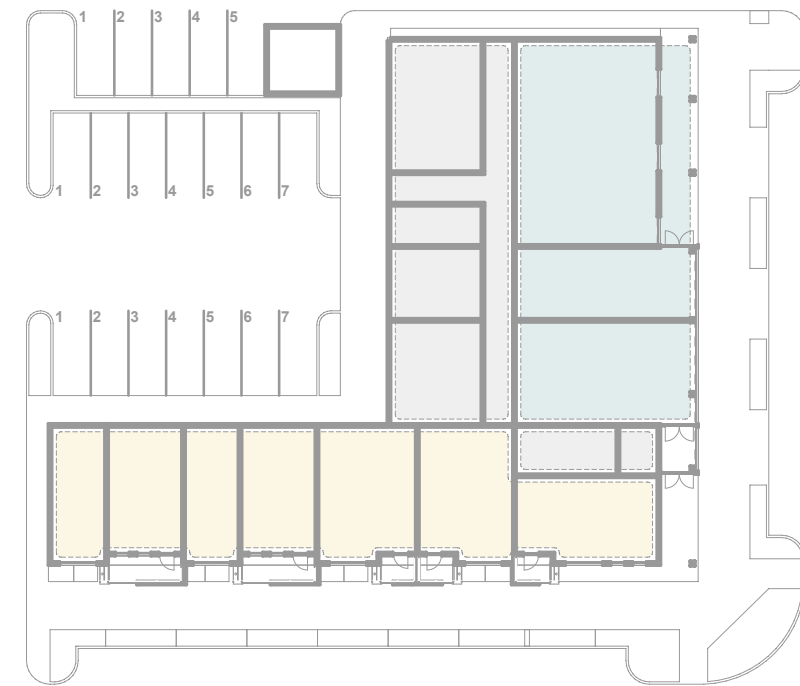
11 UNITS PER FLOOR @ 2 - 5 = 44 UNITS
9 WALK-UP UNITS
TOTAL UNITS = 53 UNITS



PHASE 3 : AXONOMETRIC



PHASE 3 : FIRST FLOOR PLAN

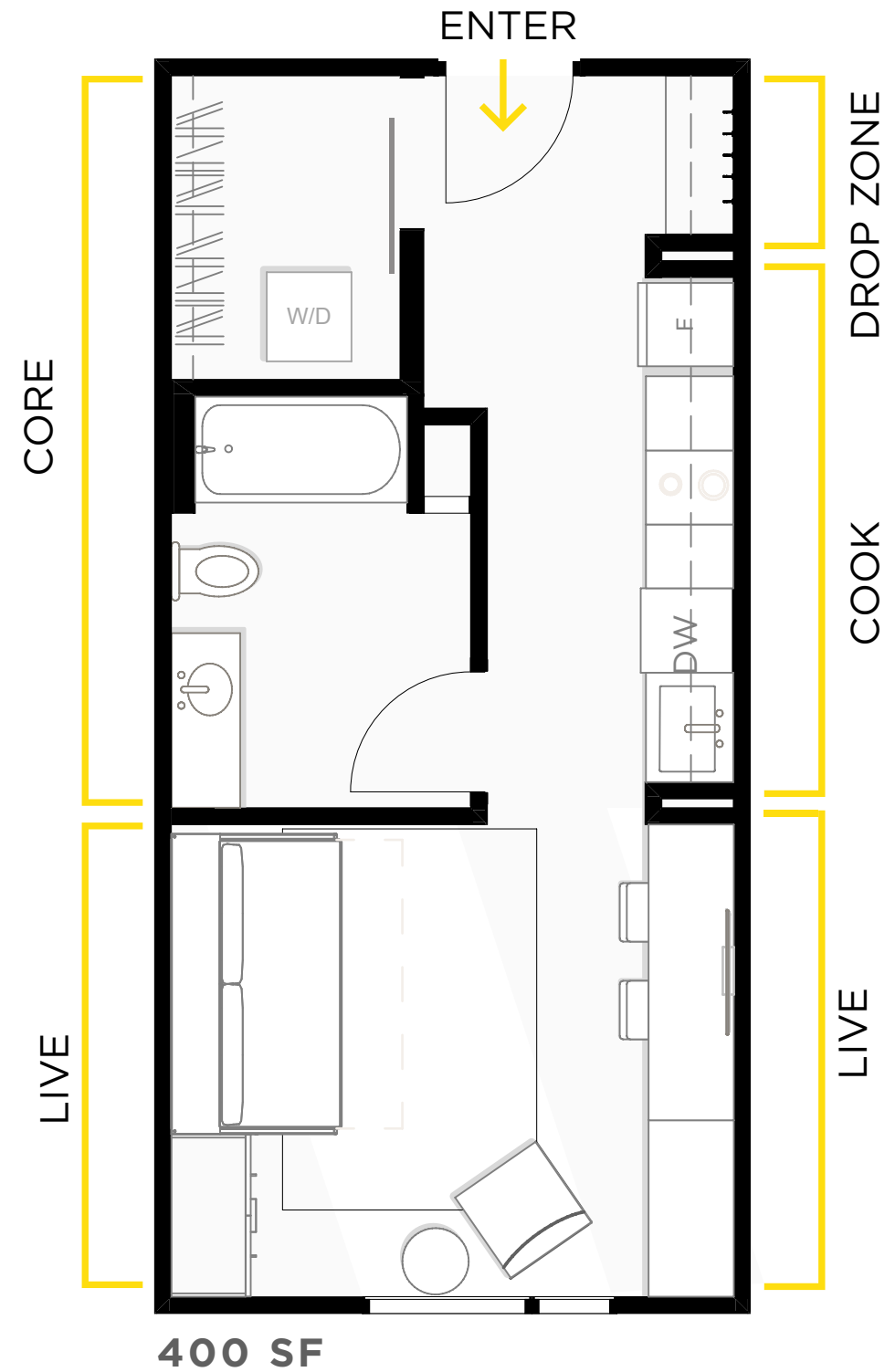


PHASE 1 : FIRST FLOOR PLAN

- RESIDENTIAL
 - AMENITY/Common SPACES
 - SUPPORT / UTILITY SPACES

TYPICAL STUDIO

LIVING WELL IN 400 SQ FT



FEATURES

- Efficient kitchen with ample work surface
- Living room and dining area
- Built-in Murphy bed & sofa with additional storage
- Built-in media center & desk work surface
- Condensing all-in-one washer/dryer
- Closet/Linen Storage



BUILT-IN MURPHY BED TRANSITIONS SEAMLESSLY FROM DAY TO NIGHT, OFFERING ADDITIONAL FLEXIBILITY.



EFFICIENT, COMFORTABLE AND COMPACT KITCHEN SPACE WITH AMPLE WORK SURFACES AND STORAGE.

TYPICAL 1 BEDROOM

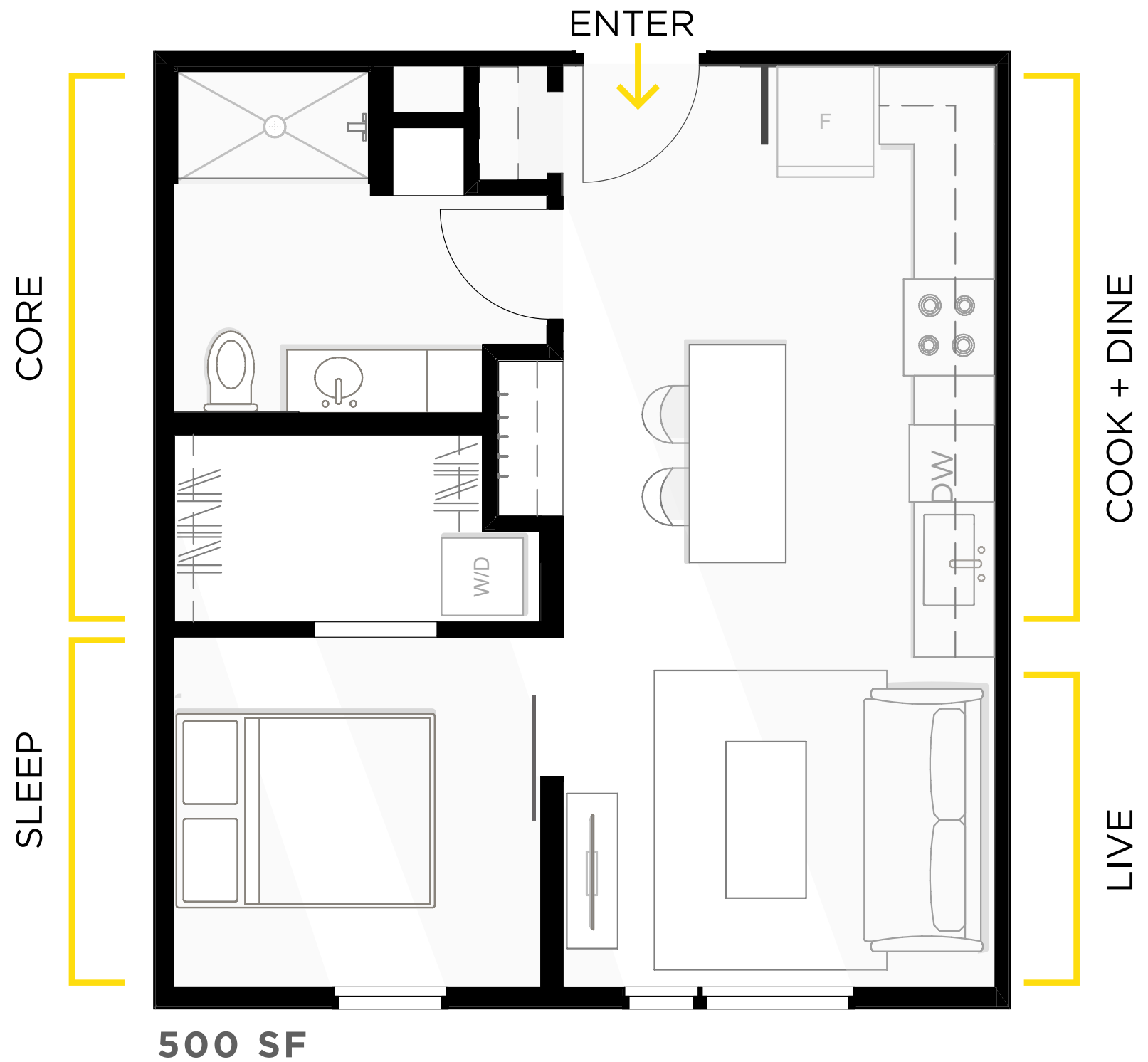
LIVING WELL IN 500 SQ FT



SPACIOUS, OPEN KITCHEN AND CLEVER STORAGE SOLUTIONS.

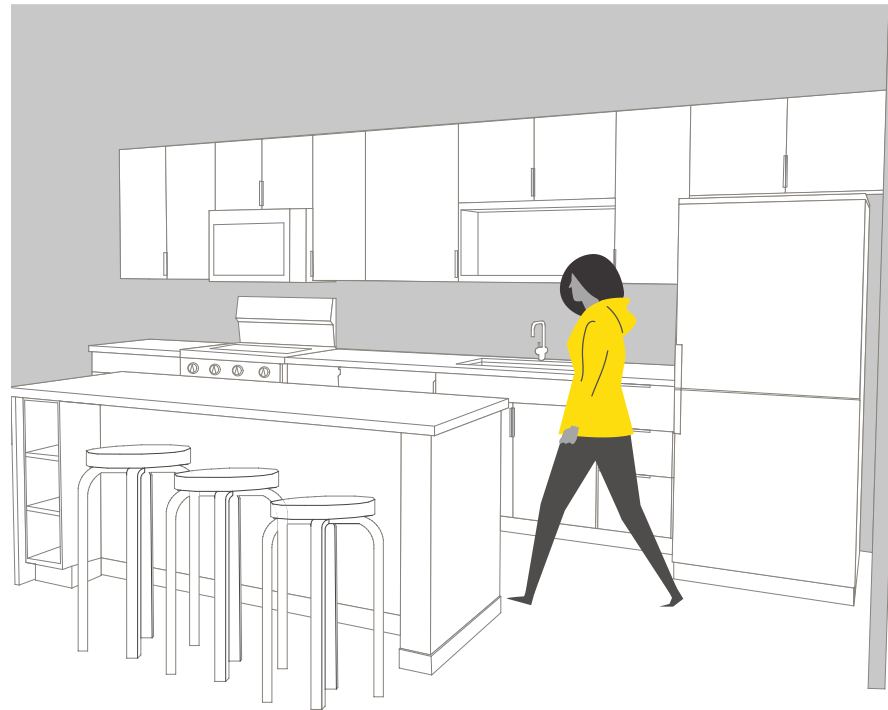
FEATURES

- Large eat-in kitchen
- Efficient living room
- Walk-in closet with condensing all-in-one washer/dryer
- Built-in coat storage and bench
- Large bathroom with ample linen storage



TYPICAL 2 BEDROOM

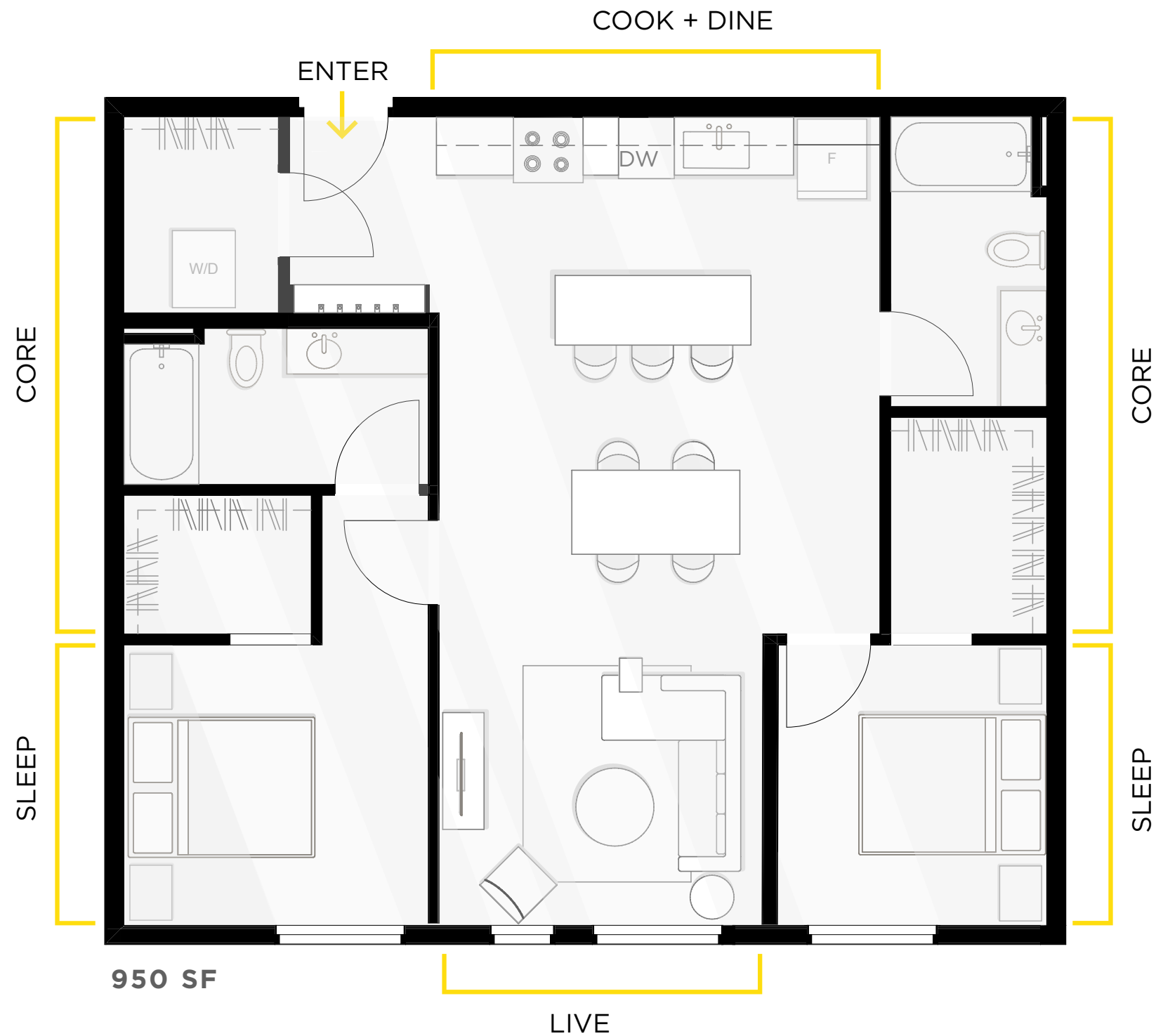
LIVING WELL IN 950 SQ FT



OPEN LAYOUT WITH AMPLE STORAGE AND PRIVACY BETWEEN PRIMARY AND GUEST SPACES.

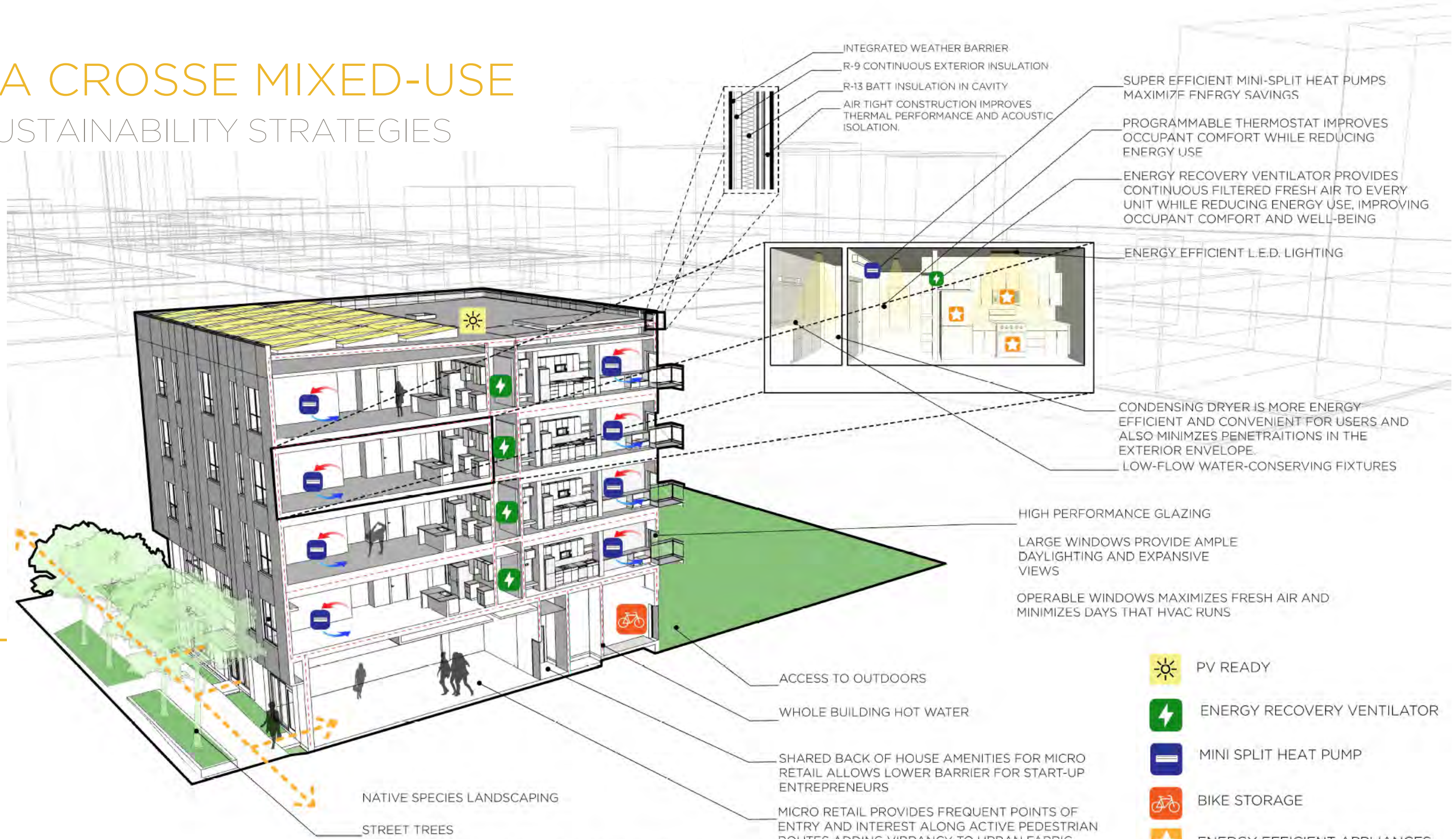
FEATURES

- Eat-in, entertainer's kitchen
- Living room and dining area
- Guest bedroom includes a walk-in closet with ample storage
- Primary suite with en suite bathroom and walk-in closet
- Stacked washer/dryer in mudroom



LA CROSSE MIXED-USE

SUSTAINABILITY STRATEGIES



HIGH DENSITY URBAN INFILL DEVELOPMENT WITH CONVENIENT ACCESS TO PUBLIC TRANSPORTATION AND PARKING CONTRIBUTES TO A WALKABLE VIBRANT NEIGHBORHOOD.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0838

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 2

River Point District
La Crosse, La Crosse County, Wisconsin
**Long Term Stormwater Management
Maintenance Provisions**

SITE NAME

River Point District
La Crosse, WI 54601

PROPERTY LOCATION

The NE ¼ of the NE ¼ of Section 31, Township 16, and Range 7W.
City of La Crosse, La Crosse County, Wisconsin

RESPONSIBLE PARTY

The Redevelopment Authority of La Crosse and contracting agents are responsible for satisfying the provisions of this agreement during construction and shall continue to have responsibility for the long-term maintenance of the stormwater facilities on this site, until such time as it may be conveyed to a future property owner or management entity or association.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Underground Stormwater Treatment Tank
- Backflow Prevention Device
- Underground Stormwater Treatment Tank discharge
- Stormwater Sewer Pipes and Structures

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected semiannually in the spring and in the fall and after rainfalls in excess of 4" in 24 hours. Repairs will be made whenever the performance of the stormwater system is compromised.

Sediment will be removed from the underground stormwater treatment tank when the sediment reaches an average depth of 1.5'. All sediment removed from the tank shall be disposed of in accordance with NR 500.

DUTY TO PROVIDE MAINTENANCE

It is the responsibility of the Redevelopment Authority of La Crosse to maintain inspection and maintenance records, until such time as a successor is established, as mentioned above.

SIGNATURES

The undersigned agree to the provision set forth in this agreement.

For the Redevelopment Authority of La Crosse:

Signature *Date*

Printed Name

Title



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0839

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

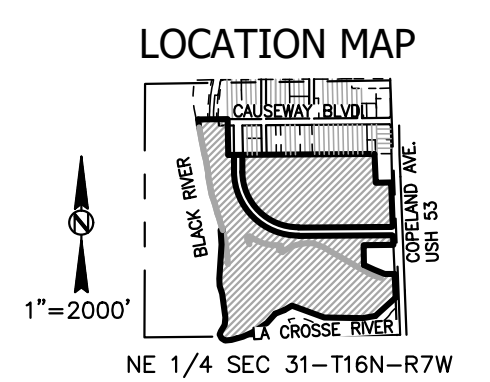
Agenda Number: 3

PRELIMINARY PLAT OF RIVER POINT DISTRICT

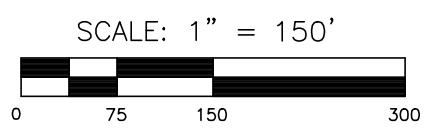
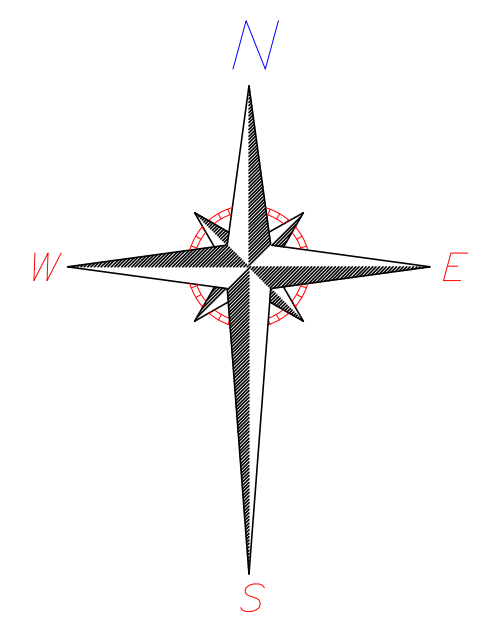
VACATED CAUSEWAY BLVD AND PART OF GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 LOCATED IN THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 16 NORTH, RANGE 7 WEST IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
CITY OF LA CROSSE
400 LA CROSSE ST.
LA CROSSE, WI 54601-3374



OVERALL DETAIL



BEARINGS ARE REFERENCED TO THE LA CROSSE COUNTY COORDINATE SYSTEM, OF WHICH THE EAST LINE OF THE NE 1/4 OF SECTION 31-16-7 IS ASSUMED TO BEAR AS S02°13'45"E, VERTICAL DATUM BASED ON NAVD88.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'05"

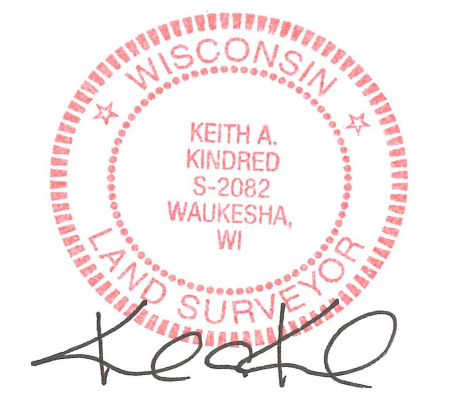
LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 600 DENOTES MAJOR CONTOUR
- 602 DENOTES MINOR CONTOUR
- P-OH DENOTES OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
- DENOTES SOIL BORING
- DENOTES WOODED AREA
- DENOTES SPOT ELEV.
- I-W DENOTES WATERMAIN, HYDRANT, WATER VALVE, MANHOLE
- S DENOTES SANITARY SEWER, MANHOLE, INLET
- ST DENOTES STORM SEWER, MANHOLE, INLET
- T-BUR DENOTES BURIED PHONE, PEDESTAL
- DENOTES EXISTING CULVERT
- XC DENOTES FENCE LINE
- P-BUR DENOTES BURIED POWER LINE, PEDESTAL, HANDHOLE, METER
- G DENOTES BURIED GAS MAIN, GAS VALVE, METER
- DENOTES LIGHT POLE
- DENOTES SIGN
- DENOTES POST
- DENOTES MANHOLE
- DENOTES VAULT
- DENOTES MONITORING WELL

- NOTES:**
- ALL STRUCTURES SHALL NOT HAVE A FLOOR ELEVATION BELOW 648.00'
 - SITE SUBJECT TO AIRPORT HEIGHT RESTRICTIONS.

SEH
PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT LACRS #155715



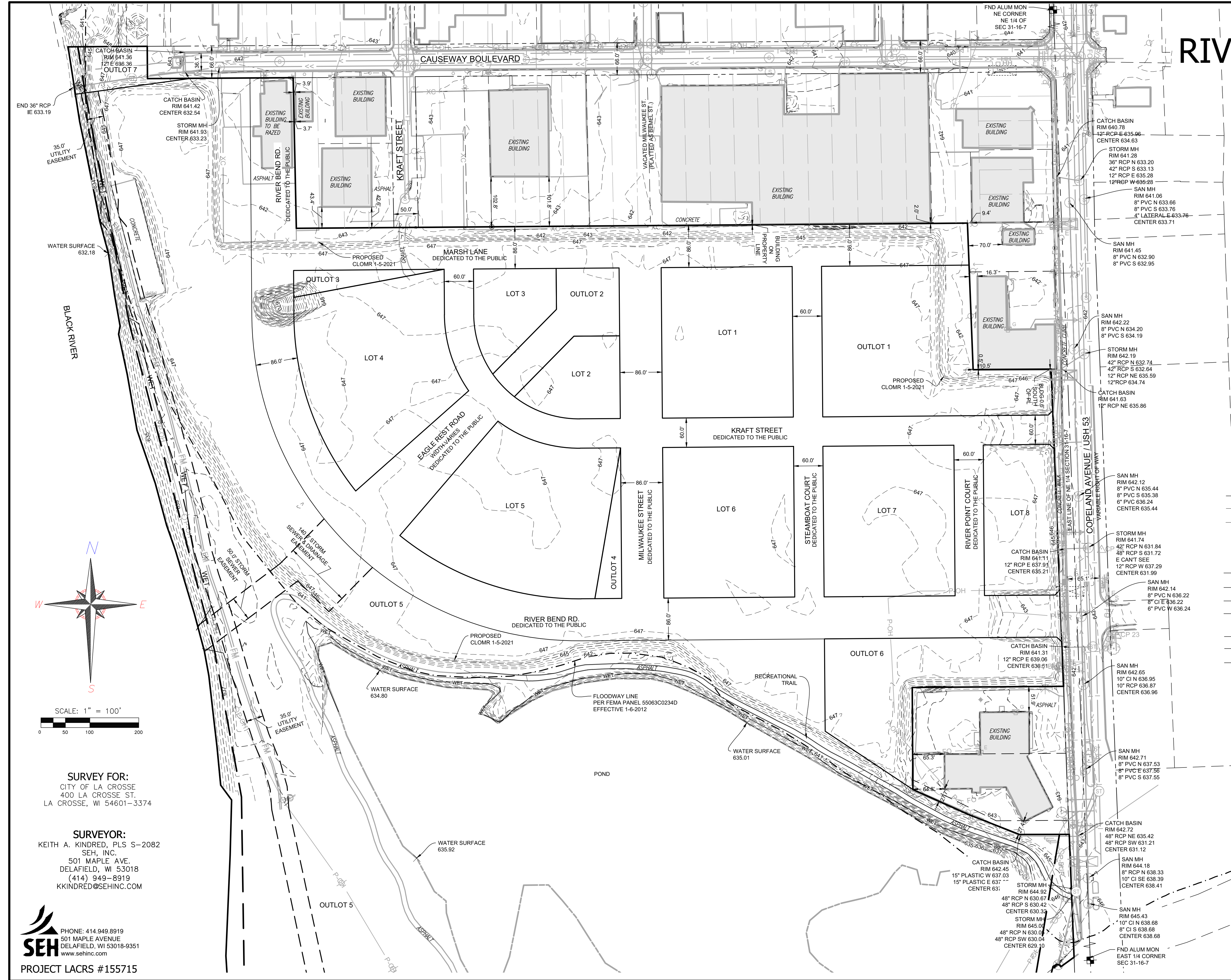
REVISED THIS 26TH DAY OF MAY, 2022
REVISED THIS 4TH DAY OF MAY, 2021
REVISED THIS 25TH DAY OF OCTOBER, 2021

I, KEITH A. KINDRED, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.

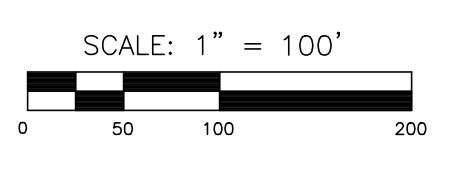
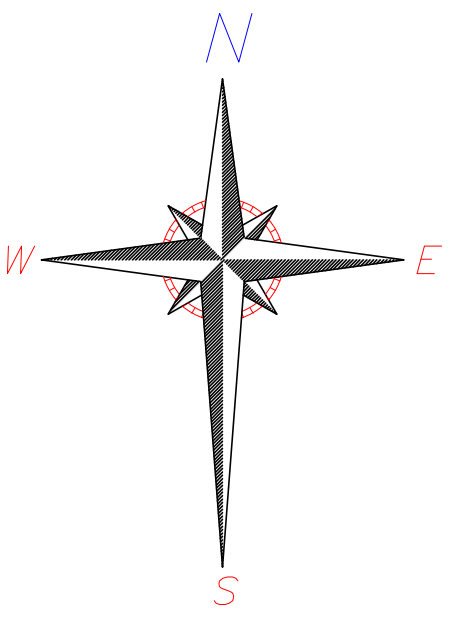
PRELIMINARY PLAT OF RIVER POINT DISTRICT

VACATED CAUSEWAY BLVD AND PART OF GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 LOCATED IN THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 16 NORTH, RANGE 7 WEST IN THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

TOPOGRAPHIC DETAIL



- LEGEND**
- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT., 1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
 - ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
 - ⊙ 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
 - 600 --- DENOTES MAJOR CONTOUR
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 - ⊕ S DENOTES SANITARY SEWER, MANHOLE
 - ⊕ S DENOTES STORM SEWER, MANHOLE, INLET
 - T-BUR --- T-BUR --- DENOTES BURIED PHONE, PEDESTAL
 - --- DENOTES EXISTING CULVERT
 - XC --- DENOTES FENCE LINE
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 - G --- DENOTES BURIED GAS MAIN, GAS VALVE, METER
 - ⊕ DENOTES LIGHT POLE
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 - ⊕ DENOTES POST
 - ⊕ DENOTES MANHOLE
 - ⊕ DENOTES VAULT
 - ⊕ DENOTES MONITORING WELL



SURVEY FOR:
CITY OF LA CROSSE
400 LA CROSSE ST.
LA CROSSE, WI 54601-3374

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
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SEH
PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com
PROJECT LACRS #155715



REVISED THIS 26TH DAY OF MAY, 2022
REVISED THIS 4TH DAY OF MAY, 2022
REVISED THIS 25TH DAY OF OCTOBER, 2021

I, KEITH A. KINDRED, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0840

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 4

**MOWING SERVICES AGREEMENT BETWEEN
THE CITY OF LA CROSSE REDEVELOPEMENT AUTHORITY
AND
Nicholas J's Lawn Care LLC**

This Agreement is entered into this 24th day of June, 2022, between the **City of La Crosse Redevelopment Authority**, Wisconsin, a Wisconsin corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (“**RDA**”), and Nicholas J's Lawn Care LLC, with offices located at 2320 Sunshine Drive La Crosse, WI 54601 (“**Contracting Party**”).

WITNESSETH:

Whereas, the RDA has certain property that requires grass mowing services at certain times during the year, and desires to enter into an agreement concerning such services, and

Whereas, the Contracting Party desires to provide grass mowing services to the RDA pursuant to the terms and conditions set forth in this Agreement, and the City's Standard Terms and Conditions, and any negotiated extensions or fee changes as allowed at the RDA's sole discretion, and

Whereas, the RDA and Contracting party wish to set forth in this agreement their respective commitments, understands, rights and obligations as more fully described herein.

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

1. Services. Contracting Party shall provide the RDA with grass mowing services at RDA property listed as seeded and silt fenced areas at River Pointe. Contracting Party will further provide all services specified and conditions set forth in this Agreement, the City's Standard Terms and Conditions, which are attached to and incorporated into this Agreement. Contracting Party may be asked to mow and/or control weeds in other areas, and trim silt fencing only after negotiations have been reached and agreed upon by both parties

2. Rate(s) for services. RDA will pay the Contractor as quoted for the 2022 Season as follows:

Mowing grass along blvd, Copeland Avenue, once a week \$60

Trimming silt fence along Copeland Avenue as needed \$60 per hour

3. Invoice. Invoice will be submitted to the RDA. Invoice shall be paid within forty-five (45) days of receipt at the address set forth on the invoice.

4. Term. The term of the Agreement shall be for the period of June 24, 2022 through October 31, 2022, unless terminated earlier by the RDA as allowed or extended by mutual agreement of the parties for five (5) one-year periods at the RDA's sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth above.

CITY OF LA CROSSE REDEVELOPEMENT AUTHORITY:

CONTRACTING PARTY:



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0841

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 5

RIVER POINT DISTRICT | Progress Report: June 2022

SUMMARY

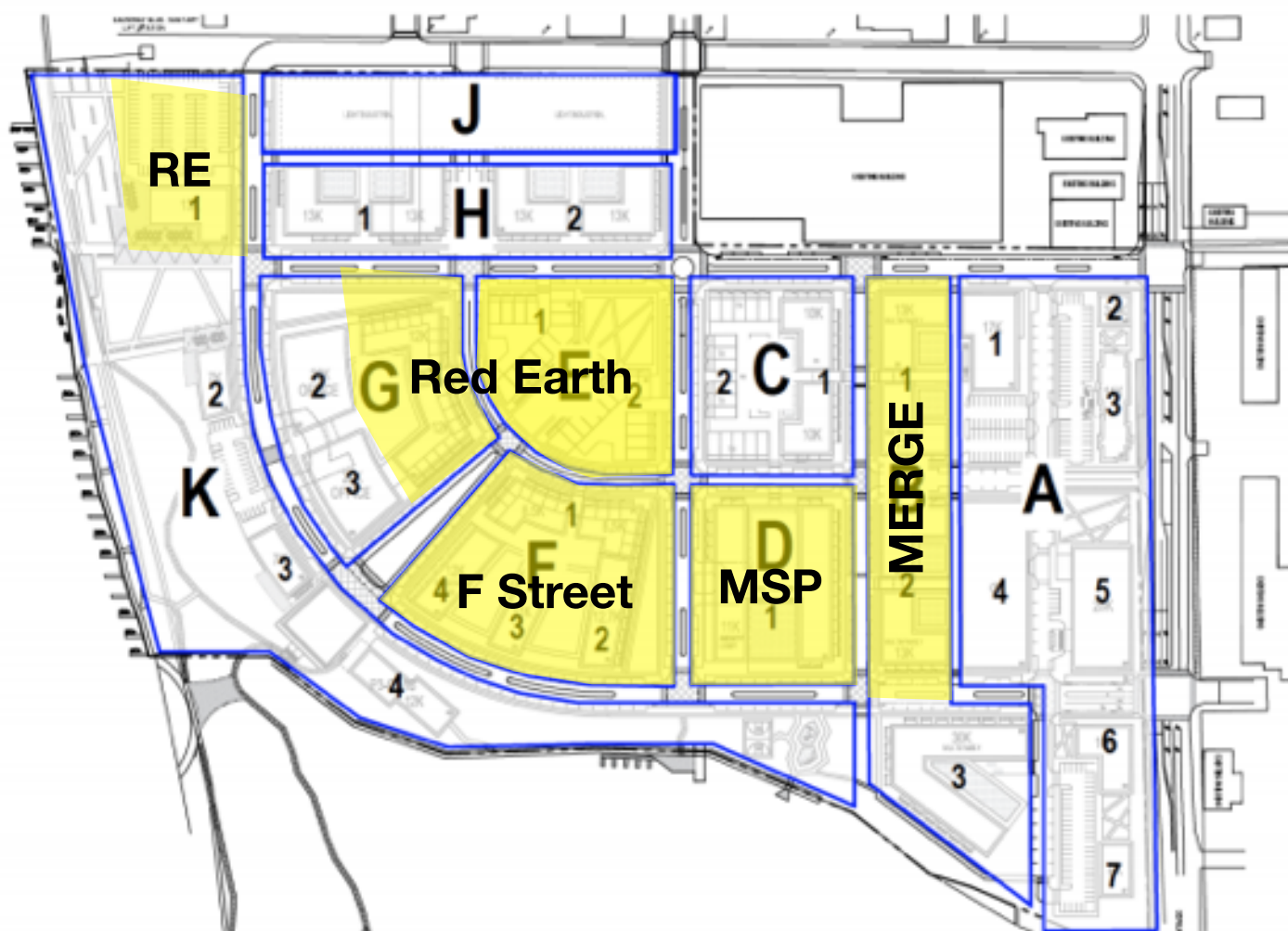
The team has completed the Master Plan for River Point District and is actively engaged with developers regarding an exclusive right to negotiate purchase and use of specific parcels. Infrastructure design is underway, with construction anticipated to start in 2021 with delivery to developers anticipated in 2022. First deliveries of completed developments are anticipated in 2023.

- ### PROJECT MILESTONES
- Master Plan completed 10/2019
 - MUPDD adopted
 - Right to Negotiate document completed
 - Phase 1 Civil design completed 2021
 - Phase 1 Infrastructure start 2021
 - First delivery to developers 2022
 - Phase 2 Civil Design completed Q1/2022
 - Phase 2 Infrastructure start Q1/2022
 - First development deliveries Q1-Q2/2023
 - Listing of the assets with CBRE
 - RCLCO prepared a market research report

- ### CONSTRAINTS/OPPORTUNITIES
- **Geotechnical Requirements**
 - SEH is handling the creation of the stormwater district
 - Infrastructure delivery timing
 - COVID-19's impact remains significant on hospitality, retail, and office developments
 - Market commercial lots as options

- ### TARGETED ACTIVITY
- SEH is doing a presentation today of their geotech reports on their infrastructure
 - Merge presentation today
 - I reached out to other affordable housing developers (Cinnaire and Impact Seven) to replace MWF on the C site - they're going to get back to me by the end of this month
 - Does the RDA want me to go to other market rate developers for the C site?
 - Red Earth had follow up questions for their design of K1. Does the RDA want to meet, or individuals (less than the quorum), with Red Earth for input on their design?

| PARCEL INFORMATION | | | | | | | | |
|----------------------------------|-----------------|------------------|-------------------|--------------|--------|-----------------------|-----------------------|-----------------------|
| Zones | Assigned | Square Footage | Proposed Use | Approx Units | Levels | Pessimistic | Realistic | Optimistic |
| A1 | No | 17,000 | Retail | | 1 | \$ 1,932,640 | \$ 3,142,776 | \$ 3,771,331 |
| A2 | No | 3,600 | Retail | | 1 | 409,265 | 665,529 | 798,635 |
| A3 | No | 44,000 | Hotel | 100 | 4 | 4,024,242 | 9,959,057 | 11,950,868 |
| A4 | | | Parking Structure | | 3 | | | |
| A5 | No | 50,000 | Office | | 2 | 6,233,345 | 6,665,456 | 7,998,547 |
| A6 | Yes | 10,000 | Retail | | 1 | 1,136,847 | 1,848,692 | 2,218,430 |
| A7 | Yes | 6,000 | Retail | | 1 | 682,108 | 1,109,215 | 1,331,058 |
| B1 | Potential | 55,100 | Multifamily | 55 | 3 | 6,856,580 | 8,019,562 | 9,623,474 |
| B2 | Potential | 58,200 | Multifamily | 58 | 3 | 7,242,341 | 8,456,992 | 10,148,391 |
| B3 | 3rd Party Owned | 60,000 | Multifamily | 60 | 3 | 7,466,331 | 8,748,613 | 10,498,335 |
| C1 | Potential | 50,000 | Multifamily | 50 | 3 | 6,221,942 | 7,290,511 | 8,748,613 |
| C2 | Potential | 29,440 | Townhomes | 16 | 3 | 2,666,228 | 4,486,017 | 5,383,220 |
| D1 | Potential | 92,500 | Senior Housing | 93 | 3 | 7,962,520 | 7,962,520 | 9,555,024 |
| E1 | No | 23,920 | Townhomes | 13 | 2 | 2,166,311 | 3,644,889 | 4,373,867 |
| E2 | No | 23,920 | Townhomes | 13 | 2 | 2,166,311 | 3,644,889 | 4,373,867 |
| F1 | Potential | 42,500 | Multifamily | 43 | 3 | 5,288,651 | 6,269,839 | 7,523,807 |
| F2 | Potential | 44,450 | Multifamily | 44 | 4 | 5,531,307 | 6,415,649 | 7,698,779 |
| F3 | Potential | 55,000 | Residential Tower | 55 | 6 | 3,480,906 | 8,019,562 | 9,623,474 |
| F4 | Potential | 132,000 | Residential Tower | 132 | 11 | 8,354,174 | 19,246,948 | 23,096,338 |
| G1 | Potential | 60,000 | Multifamily | 60 | 3 | 7,466,331 | 8,748,613 | 10,498,335 |
| G2 | Potential | 48,000 | Office | | 3 | 5,984,012 | 6,398,837 | 7,678,605 |
| G3 | Potential | 48,000 | Office | | 3 | 5,984,012 | 6,398,837 | 7,678,605 |
| H1 | No | 65,000 | Mixed-Use | 65 | 3 | 4,113,798 | 9,477,664 | 11,373,197 |
| H2 | No | 65,000 | Multifamily | 65 | 3 | 8,088,525 | 9,477,664 | 11,373,197 |
| K1 | No | 13,000 | Commercial | | 1 | 1,477,901 | 2,403,299 | 2,883,959 |
| K2 | No | 7,000 | Commercial | | 1 | 795,793 | 1,294,084 | 1,552,901 |
| K3 | No | 7,000 | Commercial | | 1 | 795,793 | 1,294,084 | 1,552,901 |
| K4 | Yes | 12,000 | P3 | | 1 | 1,364,216 | 2,218,430 | 2,662,116 |
| TOTAL | | 1,122,630 | | 922 | | \$ 115,892,428 | \$ 163,308,229 | \$ 195,969,875 |
| TOTAL UNDER CONSIDERATION | | 775,190 | | 666 | | \$ 65,459,662 | \$ 91,581,376 | \$ 109,897,651 |





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0842

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 6

2022 RDA Projected Cash Flow

| City of La Crosse RDA Projected 2022 River Point cash flow | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Cash flows from operating activities | | | | | | | | | | | | |
| Operating Cash | | | | | | | | | | | | |
| Other Receipts | \$0 | \$0 | \$94,001 | \$0 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Payments for Goods and Services | (\$13,200) | (\$13,367) | (\$21,204) | (\$7,625) | (\$2,678) | (\$16,075) | \$0 | (\$67) | \$0 | \$0 | (\$67) | \$0 |
| <i>Net cash from operating activities</i> | (\$13,200) | (\$13,367) | \$72,797 | (\$7,625) | (\$1,678) | (\$16,075) | \$0 | (\$67) | \$0 | \$0 | (\$67) | \$0 |
| Cash flows from investing activities | | | | | | | | | | | | |
| Purchase of property | | | | | | | | | | | | |
| Loans granted, net | | | | | | | | | | | | |
| Interest received - loans | \$39 | \$39 | \$39 | \$39 | \$39 | \$39 | \$39 | \$1,560 | \$39 | \$39 | \$39 | \$339 |
| Interest received - earned | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 | \$271 |
| <i>Net cash used in investing activities</i> | \$310 | \$310 | \$310 | \$310 | \$310 | \$310 | \$310 | \$1,831 | \$310 | \$310 | \$310 | \$610 |
| Net increase/decrease in cash | (\$12,890) | (\$13,057) | \$73,107 | (\$7,315) | (\$1,368) | (\$15,765) | \$310 | \$1,764 | \$310 | \$310 | \$243 | \$610 |
| Cash at start of the period | \$82,138 | \$69,248 | \$56,191 | \$129,298 | \$121,983 | \$120,615 | \$104,850 | \$105,160 | \$106,924 | \$107,234 | \$107,544 | \$107,787 |
| Cash at end of the period | <u>\$69,248</u> | <u>\$56,191</u> | <u>\$129,298</u> | <u>\$121,983</u> | <u>\$120,615</u> | <u>\$104,850</u> | <u>\$105,160</u> | <u>\$106,924</u> | <u>\$107,234</u> | <u>\$107,544</u> | <u>\$107,787</u> | <u>\$108,397</u> |

Current projected cash for end of year is approximately \$108,000

Items to consider:

- This does not include master developer or marketing services for July-Dec
- Consider maintenance expenses (moving, fence, etc.)
- Doerflinger loan = revenue in March for \$94,000

2022 RDA Assets



| Date of Statement: | 1/31/2022 | % | 2/28/2022 | % | 3/31/2022 | % | 4/30/2022 | % | 5/31/2022 | % |
|--|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|
| ASSETS | | | | | | | | | | |
| Cash - State Bank Checking | \$17,079 | 0.1% | \$14,080 | 0.1% | \$7,049 | 0.1% | \$1,000 | 0.0% | \$63,385 | 0.6% |
| Cash - State Bank MM | \$39,112 | 0.3% | \$26,023 | 0.2% | \$107,173 | 0.9% | \$104,766 | 0.9% | \$97,311 | 0.8% |
| Cash - SB MM <i>Restricted</i> (Industrial Park Sinking Fund - 16-1005 grant and loan programs/infrastructure and redevelopment) | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% |
| Cash - SB MM Restricted Planning Option Agreement Deposits | \$23,000 | 0.2% | \$23,000 | 0.2% | \$23,000 | 0.2% | \$23,000 | 0.2% | \$23,000 | 0.2% |
| Cash - SB MM Restricted Bond 2021 R-1 | \$838,674 | 7.3% | \$838,674 | 7.3% | \$781,240 | 6.8% | \$781,240 | 6.8% | \$781,240 | 6.8% |
| Cash - Res 17-1484 LA Restriced (Riverside North) City Ledger | \$2,947 | 0.0% | \$2,947 | 0.0% | \$2,947 | 0.0% | \$2,947 | 0.0% | \$2,947 | 0.0% |
| Total Current Assets | \$1,070,812 | 9.3% | \$1,054,724 | 9.2% | \$1,071,409 | 9.4% | \$1,062,953 | 9.3% | \$1,117,883 | 9.7% |
| Land - Estimated Value | \$10,000,000 | 86.8% | \$10,000,000 | 87.0% | \$10,000,000 | 87.6% | \$10,000,000 | 87.6% | \$10,000,000 | 87.2% |
| Note Receivable - PSB (12/06/2023) | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% |
| Note Receivable - Fenigor (12/06/2023) | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% | \$25,000 | 0.2% |
| Note Receivable - Doerflinger (05/27/2024) | \$94,000 | 0.8% | \$94,000 | 0.8% | \$0 | 0.0% | \$0 | 0.0% | \$0 | 0.0% |
| Note Receivable - Gorman (02/28/2034) | \$300,000 | 2.6% | \$300,000 | 2.6% | \$300,000 | 2.6% | \$300,000 | 2.6% | \$300,000 | 2.6% |
| Total Assets | \$11,514,812 | 100.0% | \$11,498,724 | 100.0% | \$11,421,409 | 100.0% | \$11,412,953 | 100.0% | \$11,467,883 | 100.0% |

2022 RDA Liabilities & Net Position



| Date of Statement: | 1/31/2022 | % | 2/28/2022 | % | 3/31/2022 | % | 4/30/2022 | % | 5/31/2022 | % |
|---|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|
| LIABILITIES | | | | | | | | | | |
| Accounts Payable - WiRED Retainer | \$40,000 | 0.3% | \$30,000 | 0.3% | \$20,000 | 0.2% | \$15,000 | 0.1% | \$15,000 | 0.1% |
| Accounts Payable - Vendi Contract | \$20,050 | 0.2% | \$17,000 | 0.1% | \$11,375 | 0.1% | \$8,750 | 0.1% | \$6,072 | 0.1% |
| Accounts Payable - SEH | \$4,190 | 0.0% | \$1,162 | 0.0% | \$1,162 | 0.0% | \$113 | 0.0% | \$113 | 0.0% |
| Accounts Payable - Gerke | \$712,087 | 6.2% | \$712,087 | 6.2% | \$712,087 | 6.2% | \$712,087 | 6.2% | \$712,087 | 6.2% |
| Accounts Payable - Stormwater Utility | \$268 | 0.0% | \$268 | 0.0% | \$268 | 0.0% | \$268 | 0.0% | \$268 | 0.0% |
| Total Current Liabilities | \$776,595 | 6.7% | \$760,517 | 6.6% | \$744,892 | 6.5% | \$736,218 | 6.5% | \$733,540 | 6.4% |
| WirRED Contract Sales Success Fees | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% | \$150,000 | 1.3% |
| WiRED Contract Value Success Fees | \$675,000 | 5.9% | \$675,000 | 5.9% | \$675,000 | 5.9% | \$675,000 | 5.9% | \$675,000 | 5.9% |
| Total Liabilities | \$1,601,595 | 13.9% | \$1,585,517 | 13.8% | \$1,569,892 | 13.7% | \$1,561,218 | 13.7% | \$1,558,540 | 13.6% |
| Net investment in capital assets | \$10,000,000 | 86.8% | \$10,000,000 | 87.0% | \$10,000,000 | 87.6% | \$10,000,000 | 87.6% | \$10,000,000 | 87.2% |
| Unrestricted Funds | \$0 | 0.0% | \$0 | 0.0% | \$0 | 0.0% | \$0 | 0.0% | \$0 | 0.0% |
| Restricted Funds | \$163,960 | 1.4% | \$163,960 | 1.4% | \$163,960 | 1.4% | \$163,960 | 1.4% | \$163,960 | 1.4% |
| Unassigned Funds | (\$250,743) | -2.2% | (\$250,753) | -2.2% | (\$312,443) | -2.7% | (\$312,225) | -2.7% | (\$254,617) | -2.2% |
| Net Position | \$9,913,217 | 86.1% | \$9,913,207 | 86.2% | \$9,851,517 | 86.3% | \$9,851,735 | 86.3% | \$9,909,343 | 86.4% |
| Total Liabilities & Net Position | \$11,514,812 | 100.0% | \$11,498,724 | 100.0% | \$11,421,409 | 100.0% | \$11,412,953 | 100.0% | \$11,467,883 | 100.0% |



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0843

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 7



January 7, 2022

City of La Crosse Redevelopment Authority

Public Relations and Communications Support Proposal for FY2022

AGENCY SERVICES

Vendi will provide PR and communication services to support the ongoing needs of the La Crosse Redevelopment Authority.

- Communication strategy and creative direction
- Content development/copywriting
- Art direction and design
- Digital and social media management
- Public and media relations support
- Website management
- Photography and videography services
- Two agency principals working directly on the account

Approach for 2022

Refresh key messaging proactively to reflect next phase of project. Build messages on differentiators including waterfront, sustainability and how River Point District intersects with key aspects of the new economy.

Increase sense of excitement by posting developer news and renderings and leveraging newsworthy events.

Proactively seek news through regular touch-base meetings with WIRED for content subject matter.

Shift community audience from secondary to primary audience; with stronger consideration given to community businesses as prospective occupants

Statement of work

- Manage public relations activities relative to RDA development projects
 - Develop and proactively issue press releases to accurately communicate project updates to the public
 - Reach out to media in advance of developer presentations and other presentations of interest scheduled for the monthly RDA meeting

- Provide media coverage report following press release
- Pursue 2022 goal of a write up in a top tier newspaper—using potential starter storyline such as:
 - *Why entrepreneurs are looking at La Crosse to grow their startups*
 - *The big appeal of a small city*
 - *A waterfront neighborhood reinvents itself*
- Produce updated stat sheet with information supporting differentiators including waterfront, sustainability and how River Point District intersects with key aspects of the new economy
- Manage River Point District social media accounts
 - Increase focus and splash to feature projects and events of interest
 - Share updates from partners such as CBRE
- Capture or source original images for posts (leveraging Vendi’s in-house photographers as needed)
 - Share content from other relevant community pages
 - Monitor engagement and comments and respond following established standards
 - Provide access to a real-time reporting dashboard
- Perform routine maintenance and content updates for riverpointdistrict.com website
 - Update with new messaging and content related to next phase of project
 - Ensure website content stays up-to-date and accurate
 - Create timely and relevant updates and post to News section
 - Update homepage calendar item on monthly basis
- Maintain regular communications with city staff and RDA committee members
 - Attend RDA meeting on an as-needed basis
 - Budget tracking, status reports and client communications

Term: January – June 30, 2022; This contract will be re-evaluated in 6 months (July 2022) to determine if an extension will be granted for the remainder of 2022 and if any changes to scope and fees are warranted.

Invoicing: Vendi will invoice on a monthly basis. Vendi does not take any media commissions or mark-up third-party vendor expenses.

Agency retainer: \$2,500 per month

Outside expenses estimate: \$2,000*

**Includes estimate for outside expenses such as website hosting, media expenses and annual reporting dashboard license. If additional outside expenses are required, an estimate will be provided, and if approved, billed at cost. Vendi does not mark up outside expenses.*

Authorization and signatures:



City of La Crosse Redevelopment Authority



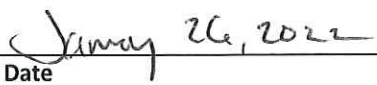
Vendi Advertising



Name

Julie Haas

Name



Date

January 7, 2022

Date

**ADDENDUM A: CITY OF LA CROSSE STANDARD TERMS AND CONDITIONS FOR
PROFESSIONAL SERVICES**

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse, "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$2,000,000.00 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 Agreement;
- 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;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse 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 Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and 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 Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation 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 Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

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

18. **GOVERNING LAW.** This Agreement 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 Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **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 Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement 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 Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. 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 Agreement 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.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. 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 Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

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

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn. City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
Copy to: Attn. City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

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

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

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

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

40. FORCE MAJEURE. La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party 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. Contracting Party 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.

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

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement 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.

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

Revised: April 2018



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0844

Agenda Date: 6/23/2022

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 8

MASTER DEVELOPER AGREEMENT SECOND EXTENSION

This Master Development Agreement Second Extension ("2nd Extension") is made and entered into this 16th day of December, 2021 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and WiRED Riverside North LLC, a Wisconsin limited liability company, (the "Master Developer").

WITNESSETH:

WHEREAS, the RDA and Master Developer entered into a Master Developer Agreement dated May 3, 2018 (the "Agreement") and retained Master Developer to perform certain management services in connection with the development of the land known as River Point District, formerly Riverside North, (the "Development"), into a mixed-use community, (the "Project"); and

WHEREAS, the RDA and Master Developer entered into a Master Developer Agreement Extension dated December 17, 2020 to retain services for 2021; and

WHEREAS, the Master Developer and the RDA desire to extend the term of the Agreement through and including December 2022 according to the terms of Section 2.b. of the Agreement; and

WHEREAS, the Master Developer and the RDA desire to specify additional deliverables from the Master Developer to the RDA; and

WHEREAS, the Master Developer and the RDA desire to amend the terms of compensation during the 2nd Extension.

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

- 1) **Term.** The term, (the "Term"), of this 2nd Extension shall commence on January 1, 2022 and shall end on December 31, 2022, (the "Expiration Date"), unless sooner terminated as provided herein or by written agreement of the parties.

- 2) **Deliverables.** During the Term of this Extension, in addition to the deliverables set forth in the original Agreement, Master Developer shall be required to provide the following specific services and deliverables. At the June 2022 meeting of the RDA, the contract will be reviewed and new expectations through December 2022 set forth.
 - a. Master Developer shall amend monthly report based on feedback from the RDA.
 - b. Master Developer shall respond to all inquiries submitted on the riverpointdistrict.com website, staff contact (emails and phone calls) and contact/developer referrals in a timely manner.
 - c. Master Developer shall attend monthly meetings with Engineering team.
 - d. Master Developer will be main point of contact for all residential and commercial developers.
 - e. Master Developer shall continually update timeline of deliverables for Planning Option Agreements and shall be the project manager of those items, providing monthly updates to the RDA.
 - f. Master Developer shall maintain relationship with brokerage firm (CBRE) and report milestones to RDA.
 - g. Master Developer shall prioritize contact with potential corporate interest and office space users and report interactions to the RDA.
 - h. Master Developer will make contact with at least 3 corporate interests per month and add updates to monthly report.
 - i. Master Developer will maintain contact with marketing and Public Relations firm to update marketing materials.
 - j. Master Developer will participate in Economic Developer Commission meetings with the City of La Crosse when relating to activity at River Point District. Master

Developer will provide a written recommendation based on the RDA's input for Tax Increment Financing applications.

k. Master Developer will work with RDA and City staff and consultants to implement Business Improvement District, Neighborhood Improvement District and/or Sanitary/Drainage District for development area. Updates on this process will be regularly given to the RDA during meeting and in monthly report.

3) **Compensation.** Land Sale Success Fees and Valuation Success Fees from previous Agreement shall remain. In consideration of Master Developer's provision of services. Payment will be processed following the monthly RDA meeting and payment amount will be at the discretion of the Executive Director or City staff member appointed by the Executive Director in the Executive Director's absence, based on Master Developer performance and completion of deliverables in the previous month. The RDA shall pay Master Developer a monthly retainer as follows:


January 2022 – December 2022: Five Thousand Dollars (\$5,000.00) per month.

4) **Conflicts or Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern and control.

5) **Facsimile Signature: Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Amendment bearing a signature of a party to this Amendment and sent by facsimile or email to any other party shall be deemed a manually executed original of this Amendment and sufficient to bind such signing party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

RDA:
Redevelopment Authority of La Crosse

By: 

Name:
Adam Hatfield

Title: Chair

Master Developer:
WiRED Riverside North, LLC

By: 
Blair Williams, Manager