



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final Redevelopment Authority

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Thursday, January 26, 2023

4:00 PM

Council Chambers

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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](mailto: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 for the January 9, 2023 meeting.

### Agenda Items:

[23-0010](#) Consideration and possible action on Planning Option Agreement with Jiten Patel.

**Attachments:** [Patel Lot 8 Concept Rendering.pdf](#)

[Patel Renderings.pdf](#)

[Planning Option Agreement January 2023.docx](#)

[Exhibit D.pdf](#)

[Exhibits A and B.pdf](#)

[Exhibit C - Standard Terms and Conditions.pdf](#)

[23-0094](#) Update from MSP Real Estate and Consideration and Possible Action on Option to Purchase Extension.

**Attachments:** [20230119 - MSP The Driftless - City Submittal.pdf](#)

[Extension of Option to Purchase Agreement January 2023.docx](#)

[23-0095](#) Project Manager Update.

[23-0113](#) Revisit of previous discussion and possible change of action on the Design Review Process for River Point District developments.

[23-0096](#)

Annual Code of Ethics Policy Review.

**Attachments:** [2023 La Crosse, WI Code of Ordinances.pdf](#)

## Adjournment

*Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.*

### **NOTICE TO PERSONS WITH A DISABILITY**

*Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to [ADAcityclerk@cityoflacrosse.org](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

### **Redevelopment Authority Members:**

**Adam Hatfield, Andrea Richmond, Edward Przytarski, Gus Fimple, Karen Dunn, Michael Sigman  
and Julie Henline.**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0010

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**Agenda Date:** 1/26/2023

**Version:** 1

**Status:** Referred

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

# Lot 8





**JERSEY MIKES | GREAT CLIPS | SHERWIN-WILLIAMS**  
**1165 WEST WINNECONNE AVE.**  
**NEENAH, WI**

**OWNED BY: BHAVESH "BOB" PATEL**



**FIVE GUYS | CHIPOTLE | MATTRESS FIRM**  
**5200 FRANKLIN STREET**  
**MICHIGAN CITY, IN 46360**

**OWNED BY: BHAVESH "BOB" PATEL**



1165 WEST WINNECONNE AVE | NEENAH, WI



**FIVE GUYS | CHIPOTLE | MATTRESS FIRM**  
**5200 FRANKLIN STREET**  
**MICHIGAN CITY, IN 46360**

**SUBJECT PROPERTY**

**SJS & PARTNERS**  
 CLIENT FOCUSED, RETAIL DRIVEN

EXCLUSIVELY LISTED BY :

**STEVEN J. SIEGEL** | SENIOR MANAGING DIRECTOR - INVESTMENTS

Executive Director  
 Institutional Property Advisors (IPA)  
 National Retail Group  
 Net Leased Properties Group

Office: (212) 430-5166  
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 E-mail: [SSiegel@SJSPartners.com](mailto:SSiegel@SJSPartners.com)  
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**JESSE LIMON** | FIRST VICE PRESIDENT - INVESTMENTS

National Retail Group  
 Office: (212)-430-5291  
 Cell: (574)-607-2341  
 E-mail: [jesse.limon@marcusmillichap.com](mailto:jesse.limon@marcusmillichap.com)  
 License: NY: 10401271892 IN: AB21405836

Indiana Broker of Record  
 Josh Caruana  
 Lic.# RB14034355



## EXHIBIT D

### SELLER DELIVERABLES

Disclosures and documents shall include, but are not be limited to the following:

- A. Copies of environmental and sub-soil reports indicating that the Parcel and surrounding Property are free of any subsoil conditions caused by UST/AST fuel storage tanks previously on the Property
- B. Copy of any special agreement if area assessments, maintenance of common areas, Property owners' association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).
- C. Copies of any surveys and as-built maps or documents detailing the construction of roads and infrastructure
- D. Information on any assessments or onsite improvement work Developer is obligated to complete and any capital improvement work in process or completed.

EXHIBIT A

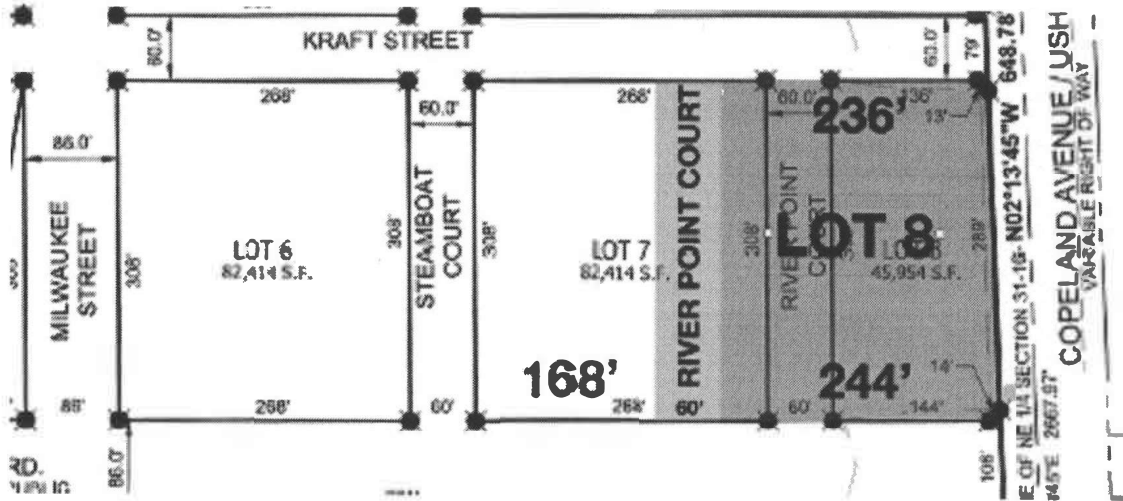
LEGAL DESCRIPTION OF PROJECT SITE

[To be inserted]

Lot 8: 45,954 sf (currently) plus 23,100 sf (75' x 308') to the west of Lot 8 which incorporates the former River Point Court.

Seller to provide a survey prior to closing which combines the land described above showing dimensions, any rights-of-way, encroachments, and easements.

EXHIBIT B  
PROJECT MAP



## 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 \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this 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 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 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 deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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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 parties 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: July 2011



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0094

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**Agenda Date:** 1/26/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

# MSP - THE DRIFTLESS

LA CROSSE, WI



PROJECT/BUILDING DATA
NEW RESIDENTIAL MULTI-FAMILY HOUSING COMPLEX INCLUDING A FIVE-STORY APARTMENT BUILDING WITH A GROUND FLOOR PARKING GARAGE, FOUR TOWNHOUSE BUILDINGS WITH PRIVATE GARAGES, AND SURFACE PARKING.
<b>UNIT COUNTS</b>
APARTMENT BUILDING:
- 68 1-BEDROOM UNITS
- 32 2-BEDROOM UNITS
- 100 UNITS TOTAL
TOWNHOUSES:
- 20 3-BEDROOM UNITS
- 120 UNITS TOTAL ON SITE.
<b>PARKING COUNTS</b>
TOTAL SITE PARKING SPACES = 108
TOTAL SURFACE PARKING SPACES = 31
(INCLUDING 2 ACCESSIBLE STALLS)
TOTAL APARTMENT GARAGE PARKING SPACES = 65
(INCLUDING 2 ACCESSIBLE STALLS)
TOTAL PRIVATE GARAGE PARKING SPACES = 12

SHEET NO.	SHEET NAME
G-0.1	COVER SHEET
G-0.2	LOCATION PLAN
C1.0	SITE PLAN
C2.0	SITE GRADING PLAN
C3.0	SITE UTILITY PLAN
C4.0	EROSION CONTROL PLAN
L100	SITE LANDSCAPING PLAN
1 OF 1	SITE LIGHTING PLAN
-	SITE LIGHTING SPEC SHEETS
AS-1.0	ARCHITECTURAL SITE PLAN
A-1.0	FLOOR PLANS - APARTMENTS
A-1.1	FLOOR PLANS - APARTMENTS
A-1.2	FLOOR PLANS - APARTMENTS & UNIT PLANS
A-1.3	FLOOR PLANS - TOWNHOUSES & FLATS
A-1.4	FLOOR PLANS - TOWNHOUSES & FLATS
A-1.5	FLOOR PLANS - TOWNHOUSES & FLATS
A-2.0	EXTERIOR ELEVATIONS - APARTMENTS
A-2.1	EXTERIOR ELEVATIONS - APARTMENTS
A-2.2	EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS
A-2.3	EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS
A-2.4	EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS
A-2.5	EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS
A-3.0	PERSPECTIVE VIEWS
A-3.1	PERSPECTIVE VIEWS
A-3.2	PERSPECTIVE VIEWS
A-4.0	MATERIAL PALETTE

**Architecture :**

**Dimension IV - Madison Design Group**  
6515 Grand Teton Plaza, Suite 120, Madison, WI 53719  
p: 608.829.4444 www.dimensionivmadison.com

**Civil Engineer:**

**CJ Engineering**  
9205 West Center Street, Suite 214, Milwaukee, WI 53222  
p: 414.443.1312 www.cj-engineering.com

**Landscape Architect:**

**raSmith**  
221 South 2nd Street, Suite 100, Milwaukee, WI 53204  
p: 262.781.1000 www.rasmith.com

**Lighting Design:**

**Hein Electric Supply Company**  
2030 South 116th Street, West Allis, WI 53227  
p: 262.790.8400 www.hein.com



FIGURE 2.2.4: Multi-family Zone

PROJECT LOCATION

**MSP - THE DRIFTLESS**

LA CROSSE, WI

DATE OF ISSUE: 01/19/2023

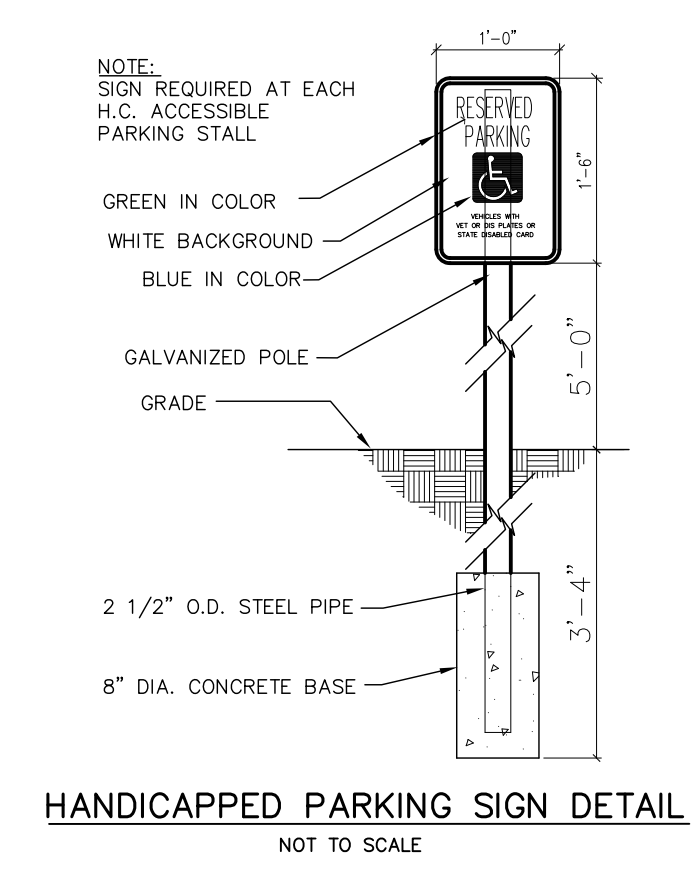
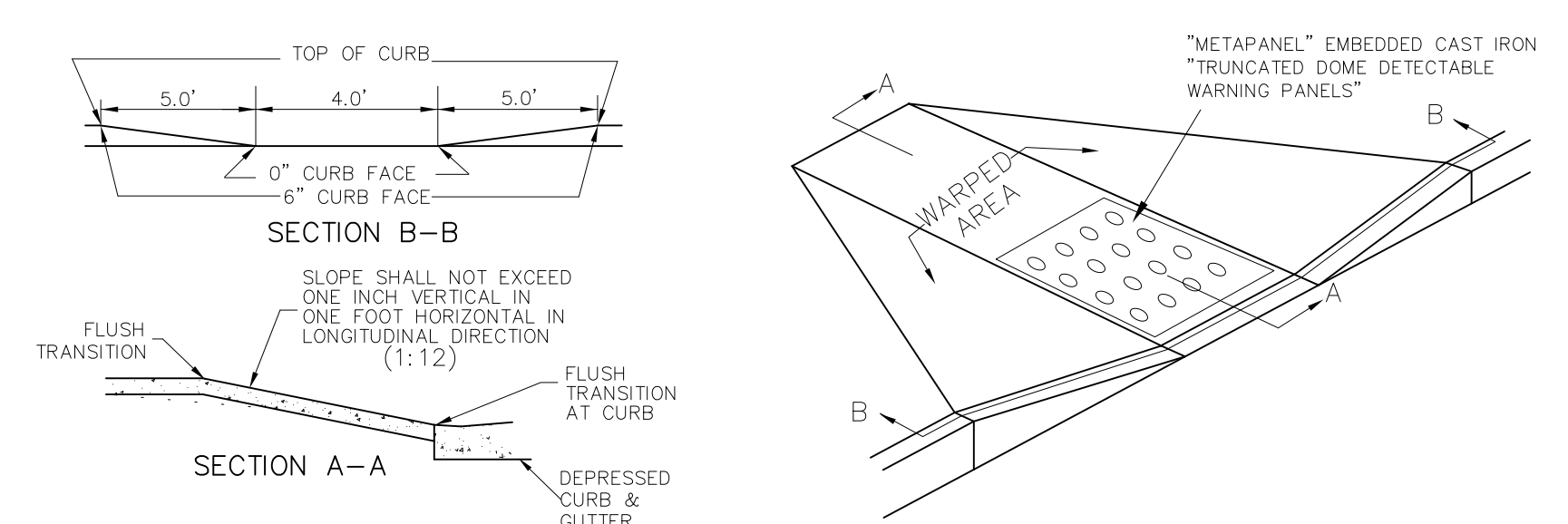
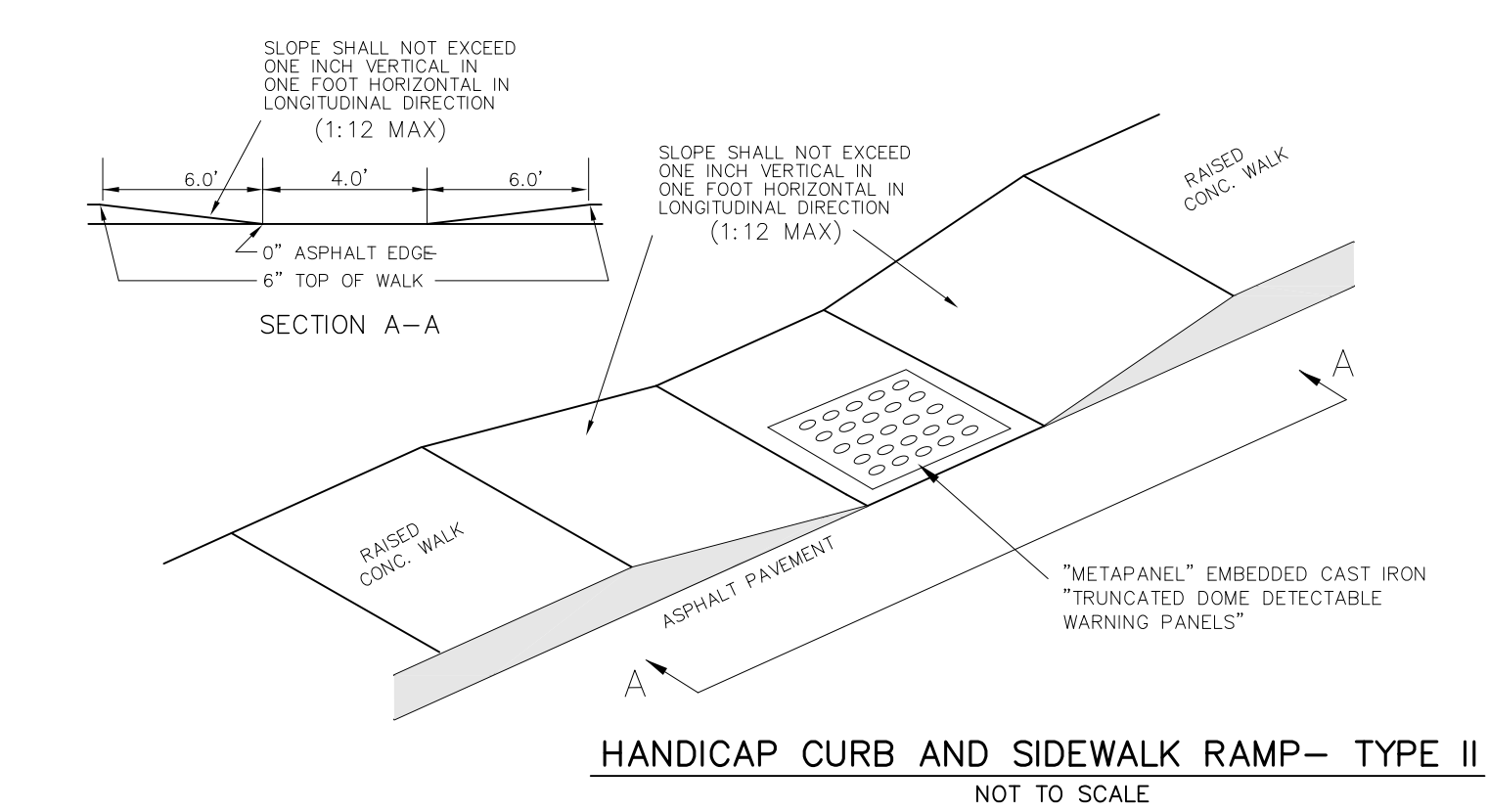
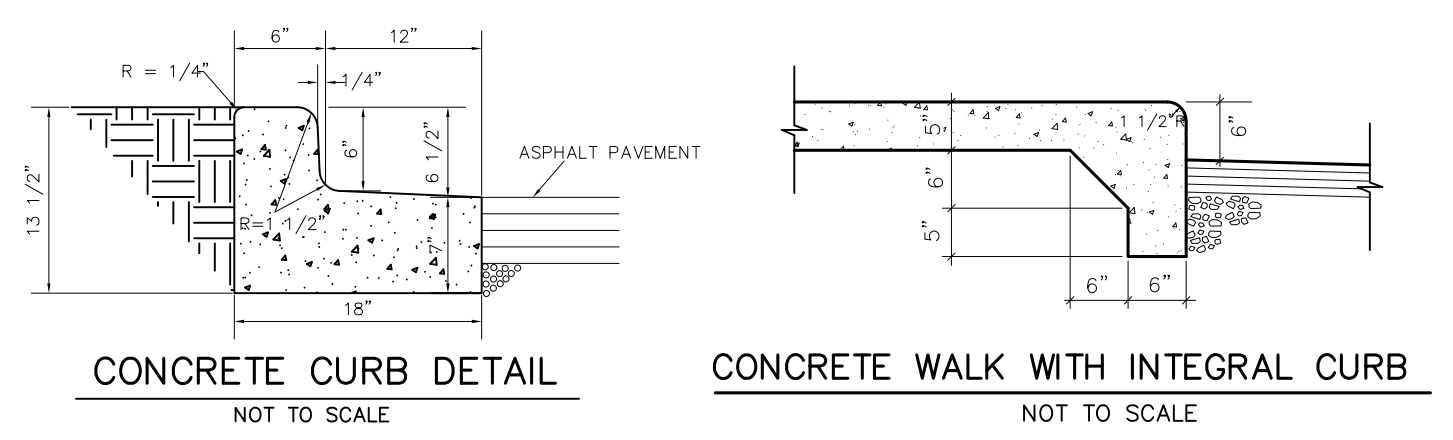
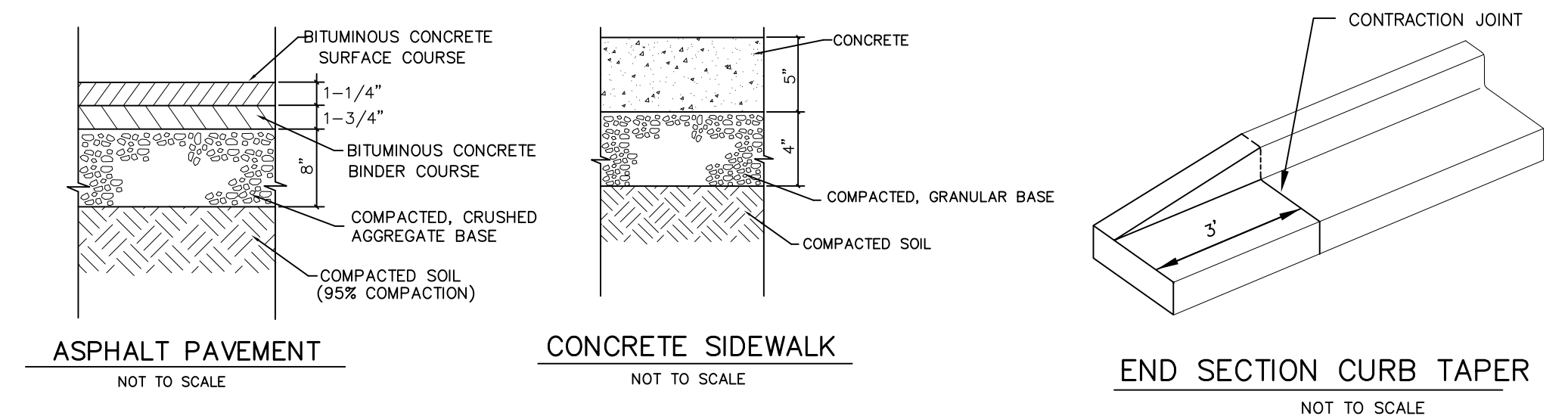
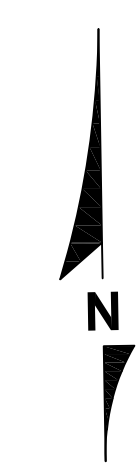
REVISIONS:

PROJECT # 21136

**LOCATION PLAN**

**G-0.2**





**SITE AREAS**

EXISTING IMPERVIOUS AREA = 0 S.F. (0.000 ACRES)  
 [0% OF THE SITE]  
 EXISTING PERVIOUS AREA = 82,414 S.F. (1.892 ACRES)  
 [100% OF THE SITE]

PROPOSED BUILDING FOOTPRINTS = 40,452 S.F. (0.929 ACRES)  
 PROPOSED PAVEMENT = 24,986 S.F. (0.574 ACRES)

PROPOSED IMPERVIOUS AREA = 65,438 S.F. (1.502 ACRES)  
 [79% OF THE SITE]  
 PROPOSED OPEN SPACE (LANDSCAPE AREA) = 16,975 S.F.  
 (0.390 ACRES) [21% OF THE SITE]

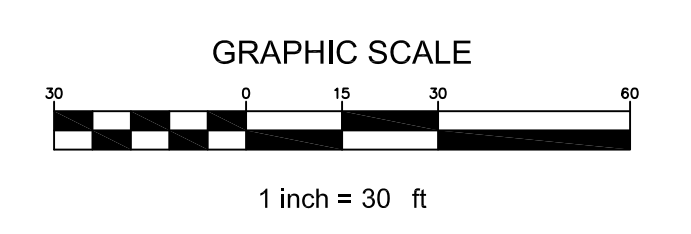
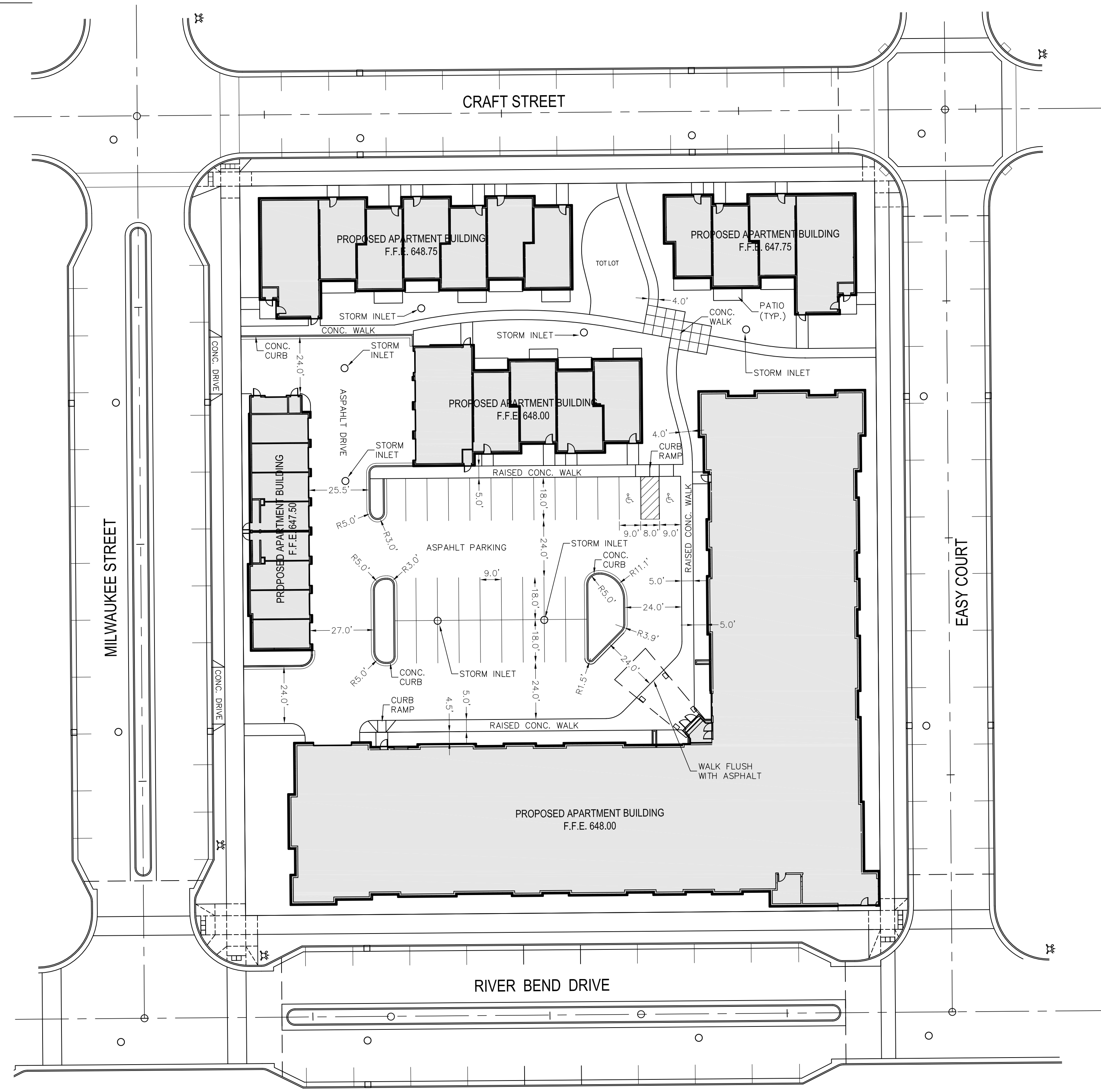
TOTAL AREA = 82,414 S.F. (1.502 ACRES)

**PROPOSED SURFACE PARKING**

29 REGULAR SPACES  
 2 HANDICAPPED SPACES  
 31 TOTAL SPACES

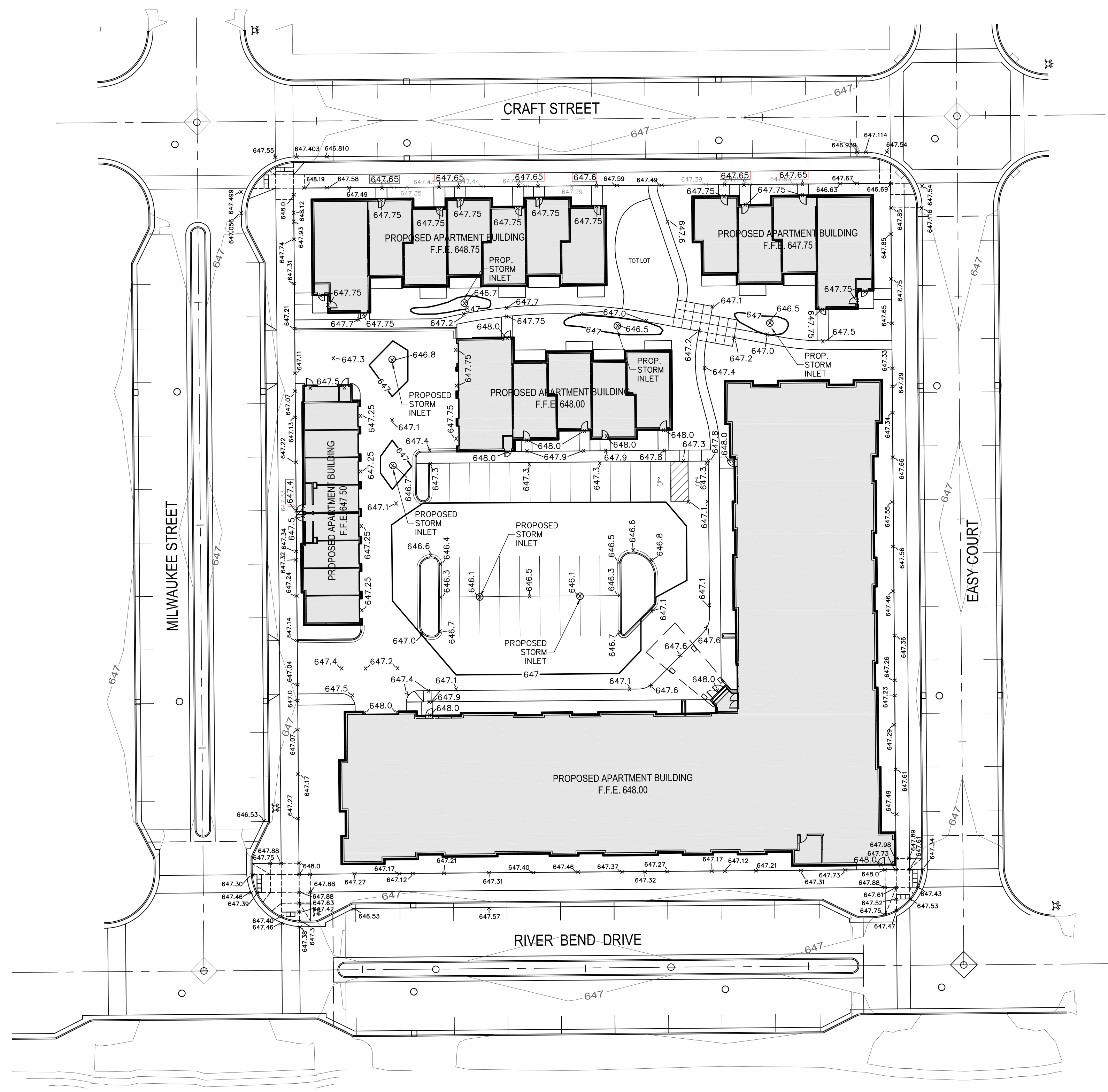
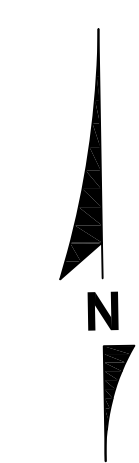
**NOTES:**

- EXISTING CONDITIONS BASED ON PROPOSED DESIGN FROM SEH DEVELOPMENT DISTRICT MASTER PLAN
- DISTURBED AREA = 1.502 ACRES
- STORM WATER MANAGEMENT WILL BE HANDLED BY OFFSITE REGIONAL FACILITY DESIGNED AND INSTALLED BY SEH



**MSP - DRIFTLESS**  
LA CROSSE, WI

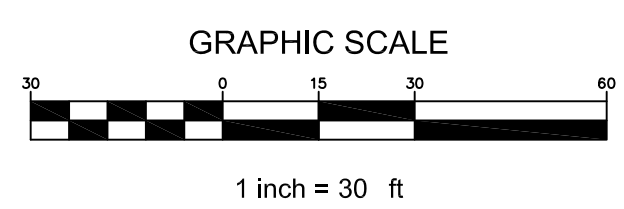




- NOTES:**
1. EXISTING CONDITIONS BASED ON PROPOSED DESIGN FROM SEH DEVELOPMENT DISTRICT MASTER PLAN
  2. DISTURBED AREA = 1.502 ACRES
  3. STORM WATER MANAGEMENT WILL BE HANDLED BY OFFSITE REGIONAL FACILITY DESIGNED AND INSTALLED BY SEH
  4. ALL PROPOSED SIDEWALK MAX 2% CROSS SLOPE.
  5. ALL PROPOSED SPOT GRADES ALONG THE CURB ARE AT THE FLANGE LINE. ALL PROPOSED SPOT GRADES ALONG THE FACE OF A RAISED WALK ARE AT THE BOTTOM OF WALK (ASPH.) UNLESS OTHERWISE SPECIFIED.



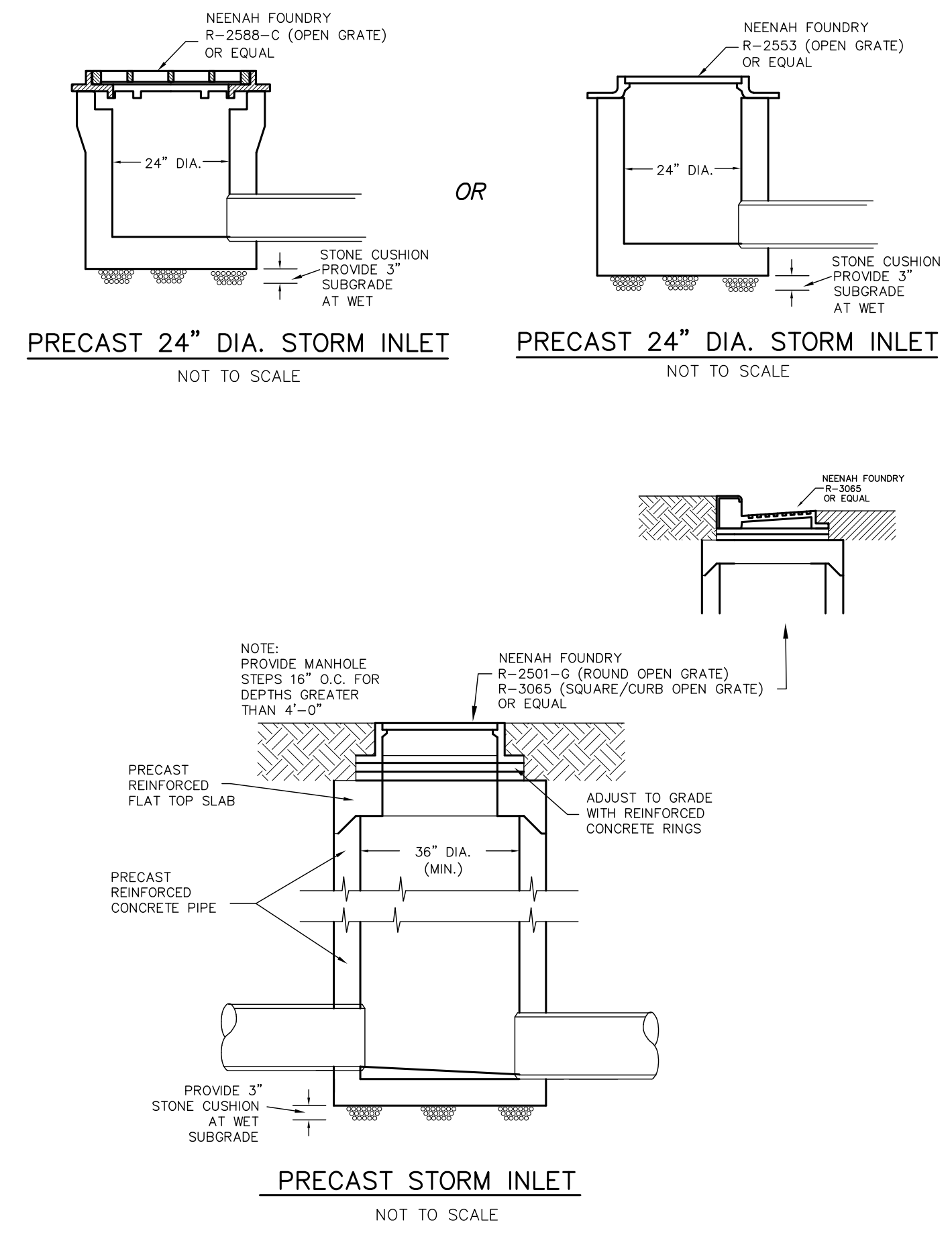
LEGEND	
----- 732 -----	EXISTING CONTOUR
----- 733 -----	PROPOSED CONTOUR
x=734.5	PROPOSED ELEVATION
x= <del>734.5</del>	REVISED PROPOSED PUBLIC WALK GRADES
x=734.5	PROPOSED PUBLIC WALK GRADES - BY OTHERS
x= <del>734.5</del>	PROPOSED PUBLIC WALK GRADES - NO LONGER RELEVANT/REMOVED



**MSP - DRIFTLESS**  
 LA CROSSE, WI

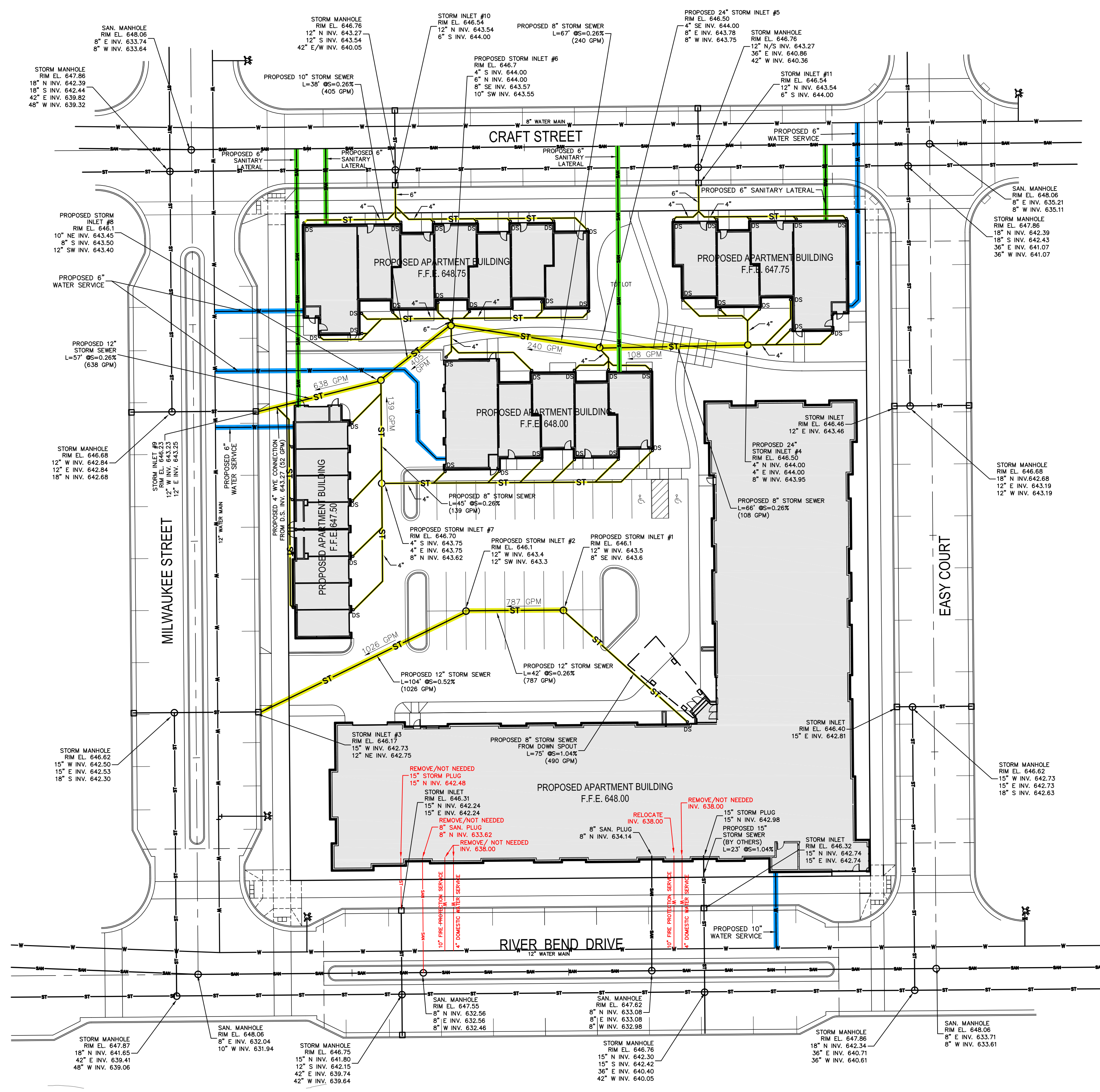
CJE NO.:2220RI  
 JANUARY 18, 2023

**SITE GRADING PLAN C2.0**



- NOTES:**
1. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN MATERIALS AND INSTALLATION PER APPLICABLE SECTIONS OF THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, WISCONSIN ADMINISTRATIVE PLUMBING CODE AND THE CITY OF LA CROSSE REQUIREMENTS.
  2. ALL TRENCHES IN PAVEMENT AREAS SHALL HAVE GRAVEL BACKFILL.
  3. EXACT SIZE AND LOCATION OF SANITARY AND WATER SERVICE TO PROPOSED BUILDINGS BY PLUMBING CONSULTANT/CONTRACTOR.
  4. PROPOSED WATER MAIN SHALL HAVE A MINIMUM 6 FEET OF COVER.
  5. THE CONTRACTOR SHALL VERIFY ALL SEWER AND WATER CONNECTIONS PRIOR TO UTILITY CONSTRUCTION. NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.
  6. THE PROPOSED STORM SEWER HAS BEEN DESIGNED USING THE AREA METHOD.
  7. BUILDING ROOF DRAINS AND DOWN SPOUTS WILL BE DIRECTLY CONNECTED TO STORM SEWER. ALL DOWNSPOUTS FROM BUILDING TO BE 4" WITH A MINIMUM PITCH OF PIPING EQUAL TO OR GREATER THAN 0.52% UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY LOCATION OF DOWNSPOUT CONNECTIONS AND NOTIFY ENGINEER WITH ANY DISCREPANCIES.
  8. STORM SEWER: PVC ASTM D3034, OR ADSN-12 HDPE  
 SANITARY SEWER: PVC ASTM D3034, SDR 35  
 WATER MAIN: PVC, AWWA C900, CLASS 150 (DR18)

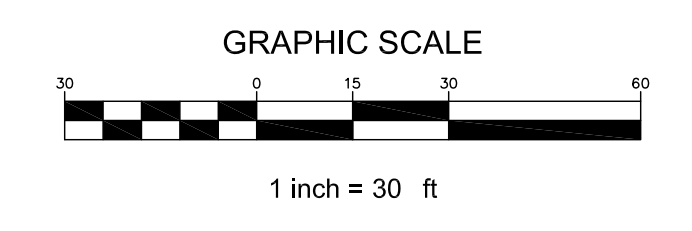
LEGEND	
	PROPOSED STORM SEWER
	PROPOSED STORM SEWER BY OTHERS
	PROPOSED WATER
	PROPOSED WATER BY OTHERS
	PROPOSED WATER BY OTHERS NOT NEEDED/TO BE REMOVED
	PROPOSED SANITARY
	PROPOSED SANITARY BY OTHERS
	PROPOSED SANITARY BY OTHERS NOT NEEDED/TO BE REMOVED



www.DiggersHotline.com

**DIGGERS HOTLINE**

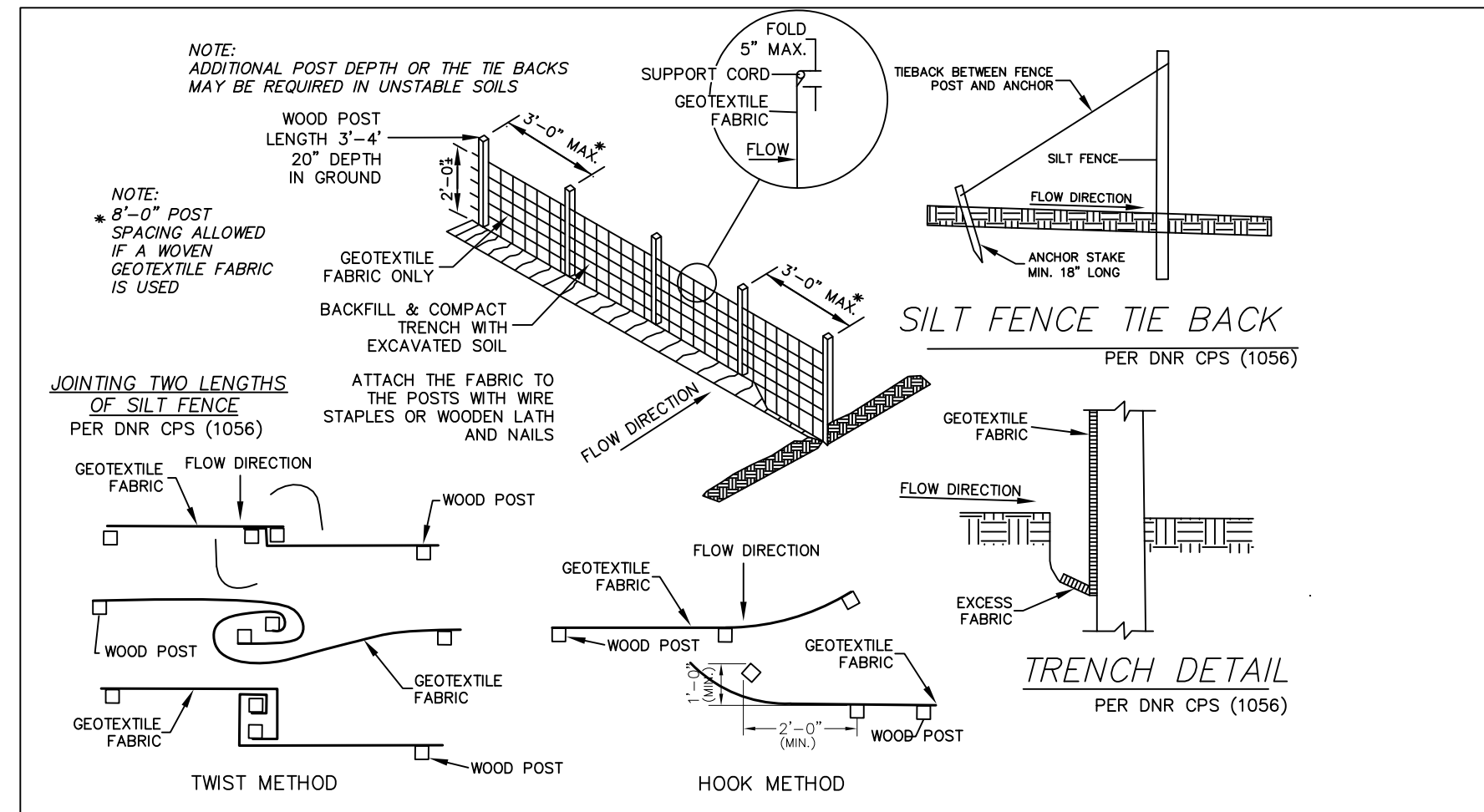
DIAL 811 OR (800) 242-8511



**MSP - DRIFTLESS**  
 LA CROSSE, WI

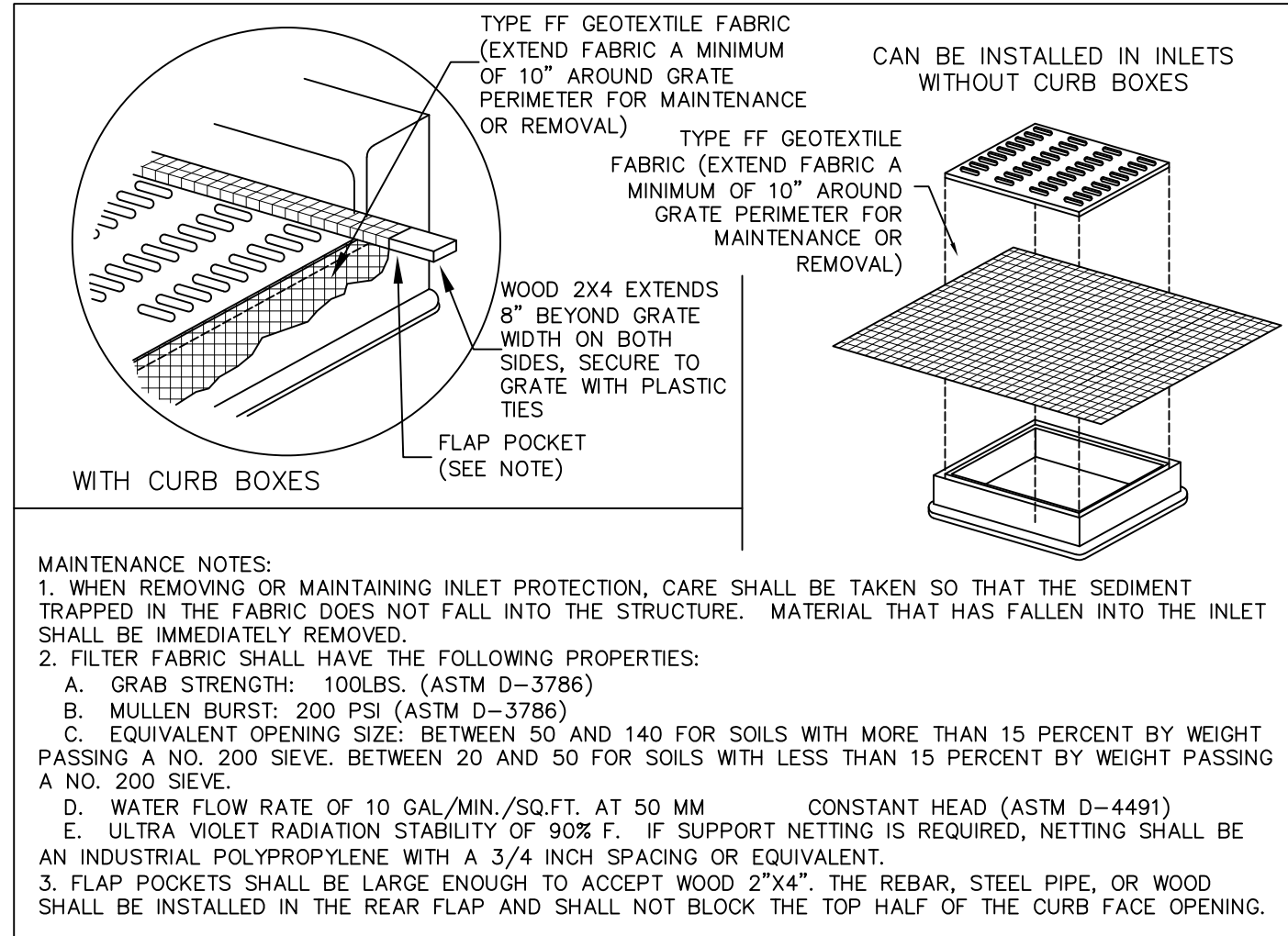
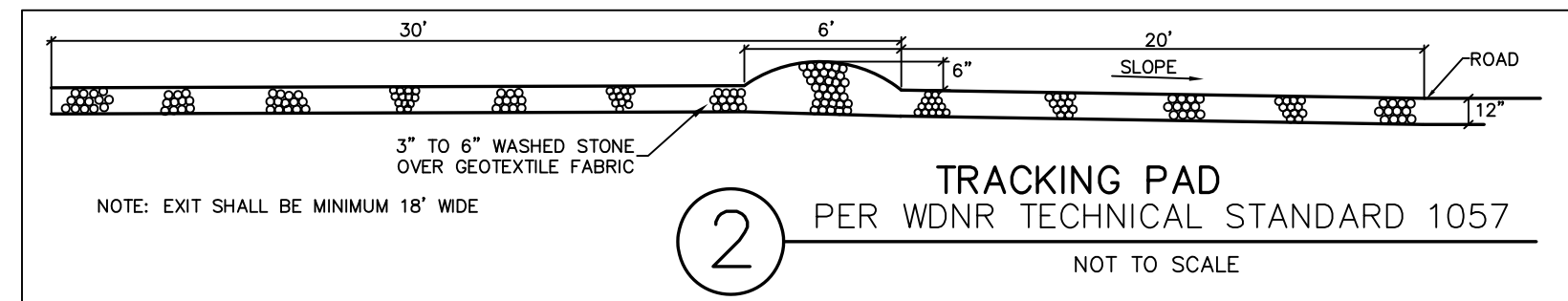
CJE NO.:2220RI  
 JANUARY 18, 2023

**SITE UTILITY PLAN C3.0**

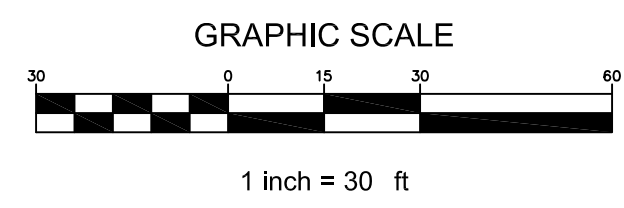
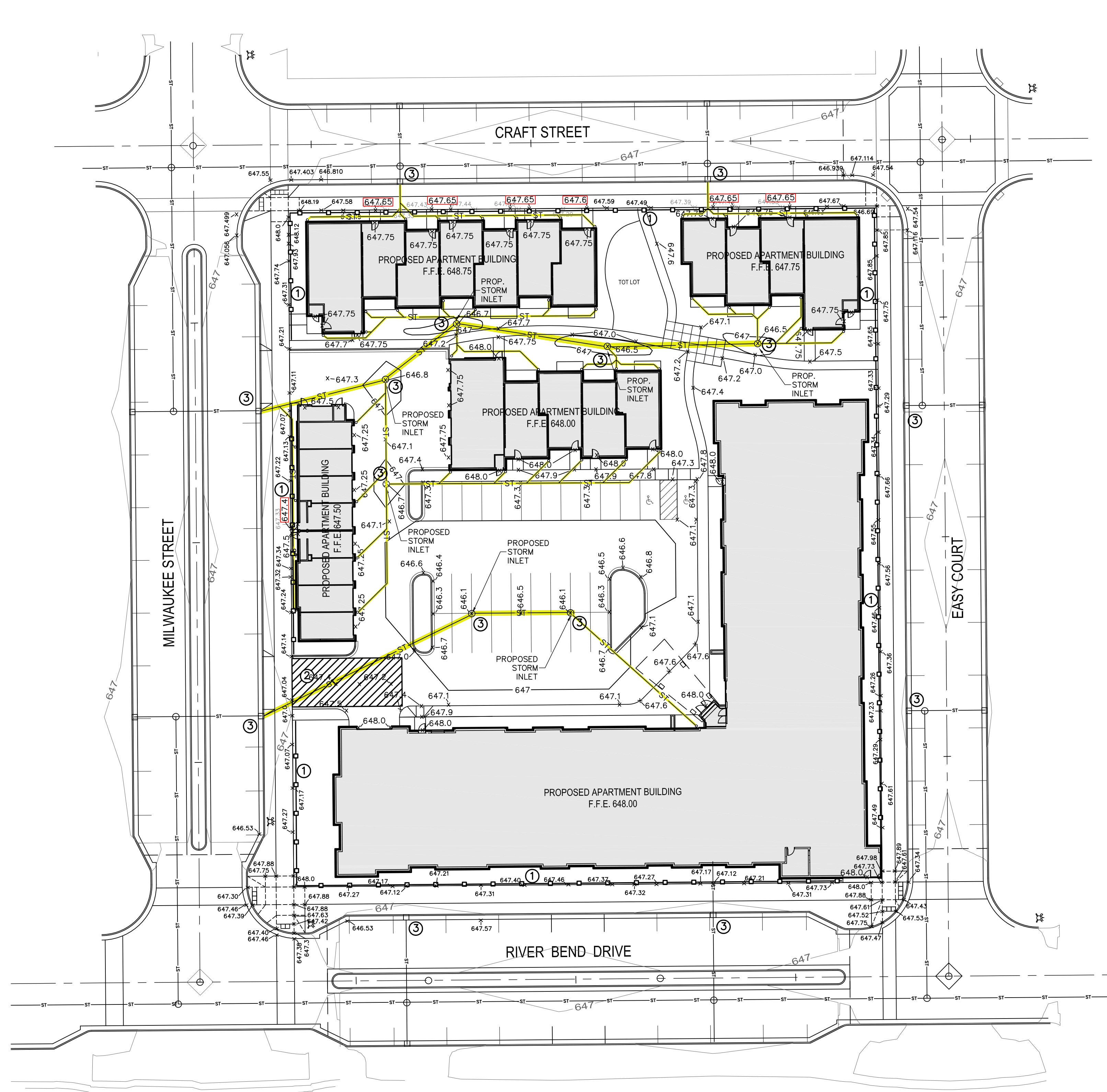


**SILT FENCE CONSTRUCTION SPECIFICATIONS**  
PER DNR CPS (1056) PER WDNR TECHNICAL STANDARD 1056  
NOT TO SCALE

- CONSTRUCTION SILT FENCE AROUND THE DISTURBED AREAS AS SHOWN ON EROSION CONTROL PLAN, TO PREVENT SEDIMENT FROM BEING WASHED INTO THE DRAINAGE SYSTEM
- LOCATE POSTS PER DNR CPS (1056)
- WHEN JOINTS ARE NECESSARY REFER TO DNR CPS (1056)
- FILTER FABRIC TO BE OF NYLON, POLYESTER, PROPYLENE OR ETHYLENE YARN WITH EXTRA STRENGTH - 50 LB./IN. IN. (MIN.) - AND WITH A FLOW RATE OF AT LEAST 0.3 GAL./SQ. FT./MIN. FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS.
- THE FILTER FABRIC SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF FABRIC IN A 4" X 6" TRENCH
- THE FILTER FABRIC SHALL BE STAPLED AND/OR NAILED TO THE UPSLOPE SIDE OF THE POSTS.
- POST TO BE 1 1/8" X 1 1/8" HICKORY OR OAK, 3 FEET LONG, SPACED A MAXIMUM OF 3 FEET APART.
- USE WIRE REINFORCEMENT IN UNSTABILIZED MINOR SWALES, DITCHES AND DIVERSIONS.
- USE WSDOT APPROVED SILT FENCE



- MAINTENANCE NOTES:**
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.
  - FILTER FABRIC SHALL HAVE THE FOLLOWING PROPERTIES:
    - GRAB STRENGTH: 100LBS. (ASTM D-3786)
    - MULLEN BURST: 200 PSI (ASTM D-3786)
    - EQUIVALENT OPENING SIZE: BETWEEN 50 AND 140 FOR SOILS WITH MORE THAN 15 PERCENT BY WEIGHT PASSING A NO. 200 SIEVE, BETWEEN 20 AND 50 FOR SOILS WITH LESS THAN 15 PERCENT BY WEIGHT PASSING A NO. 200 SIEVE.
    - WATER FLOW RATE OF 10 GAL./MIN./SQ.FT. AT 50 MM CONSTANT HEAD (ASTM D-4491)
    - ULTRA VIOLET RADIATION STABILITY OF 90% F. IF SUPPORT NETTING IS REQUIRED, NETTING SHALL BE AN INDUSTRIAL POLYPROPYLENE WITH A 3/4 INCH SPACING OR EQUIVALENT.
  - FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"x4", THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



**EROSION CONTROL PRACTICES SCHEDULE**

- SILT FENCE
- CONSTRUCTION EXIT
- INLET PROTECTION
- EROSION MATTING

AFTER FINISH GRADING AND TOPSOILING AND FOR FINAL STABILIZATION, PROVIDE CLASS 1, TYPE B EROSION MAT PER WSDOT EROSION CONTROL PAL (OR EQUAL) IN ALL ROADSIDE DITCHES, DEFINED SWALES, SIDE SLOPES, BERMS AND ALL OTHER SLOPES 4:1 OR GREATER. INSTALL PER MANUFACTURERS SPECIFICATIONS.

**CONSTRUCTION SCHEDULE**

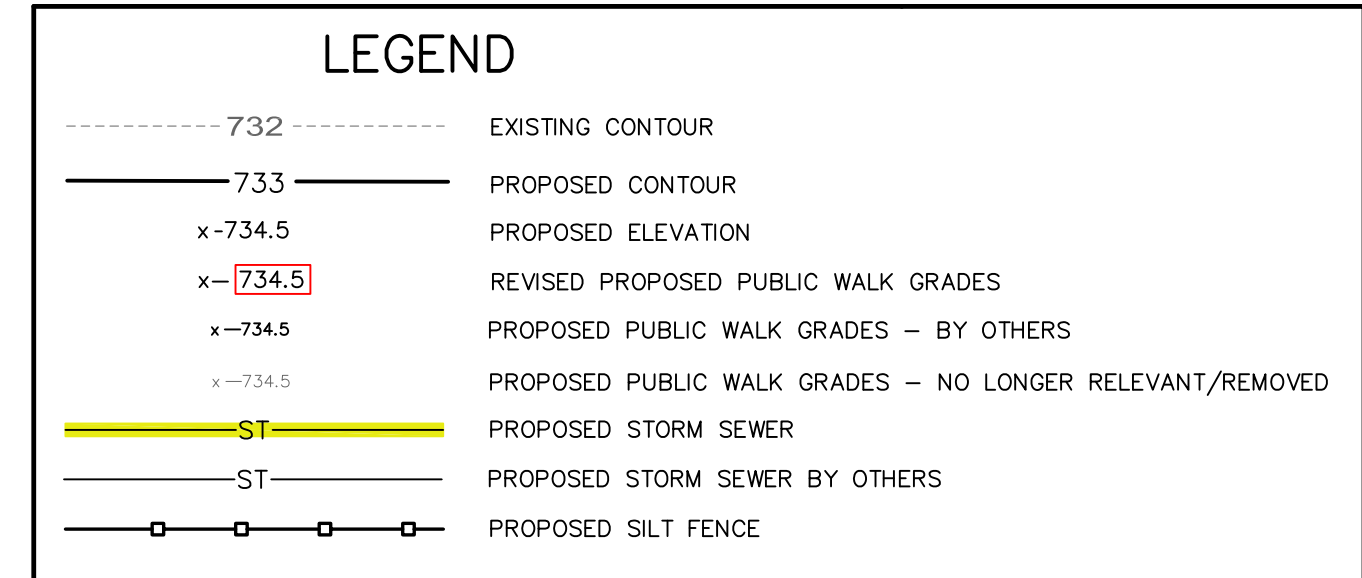
- OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
- FLAG THE WORK LIMIT AREA FOR PROTECTION.
- INSTALL SILT FENCE.
- INSTALL CONSTRUCTION EXIT.
- INSTALL INLET GRATE SCREENS IN ALL INLETS ADJACENT TO SITE. AS SHOWN ON PLAN.
- ROUGH GRADE SITE. REMOVE ANY EXCESS MATERIAL FROM SITE IMMEDIATELY.
- BEGIN BUILDING CONSTRUCTION.
- INSTALL PROPOSED UTILITIES.
- INSTALL INLET GRATE SCREENS IN ALL NEW STORM INLETS.
- PROVIDE IMMEDIATE TEMPORARY STABILIZATION OF ANY DISTURBED AREAS WHICH WILL REMAIN INACTIVE FOR A PERIOD EXCEEDING 7 DAYS.
- INSTALL CURBS, WALK AND BASE COURSE OF PAVEMENT.
- FINAL GRADE SLOPES AND TOPSOIL CRITICAL SLOPES; VEGETATE AND MAT ALL DISTURBED AREAS FOR FINAL STABILIZATION.
- ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL. NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
- AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.
- ESTIMATED TIME BEFORE FINAL STABILIZATION - 9 MONTHS.

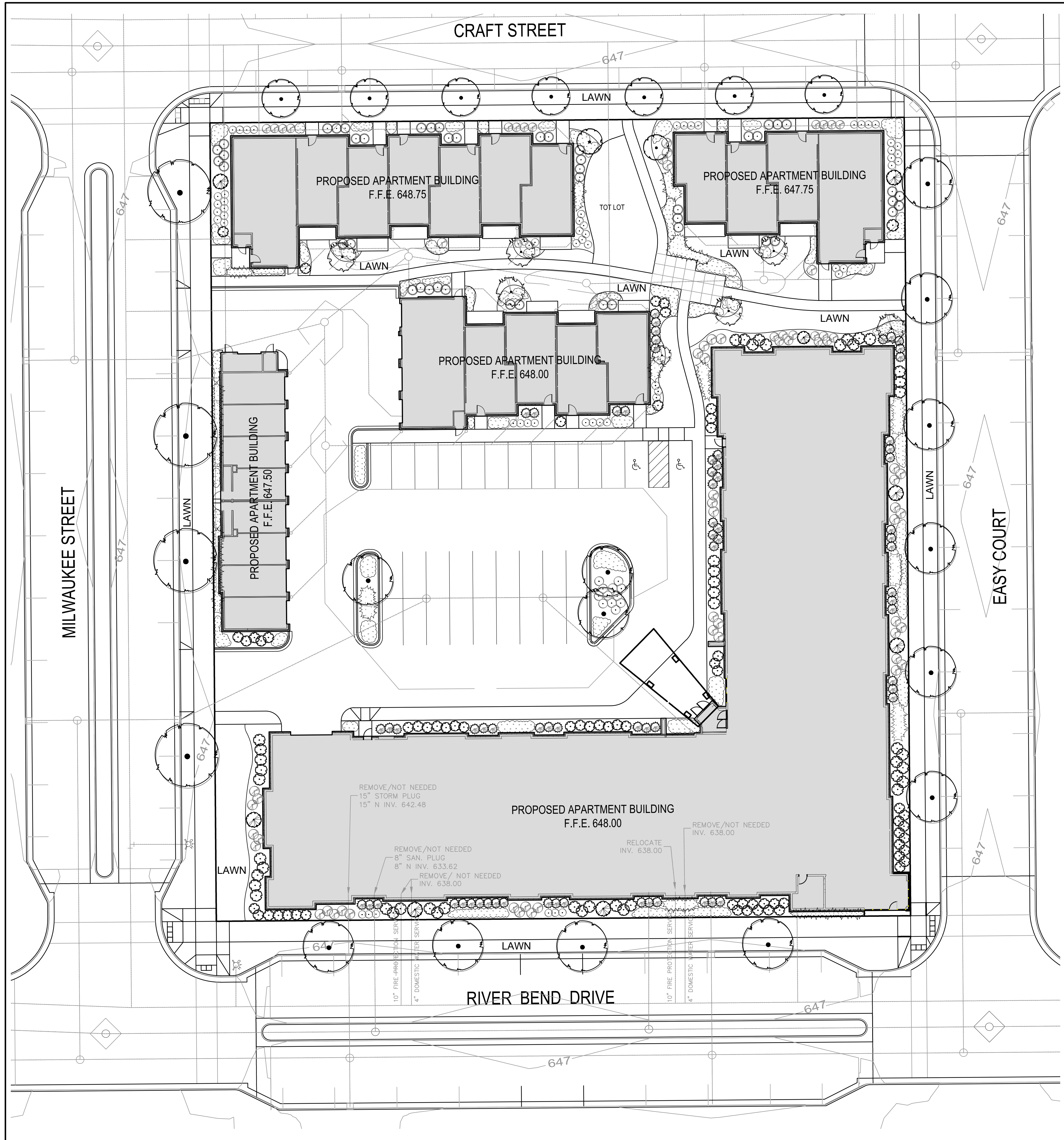
**MAINTENANCE PLAN**

- ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RUNOFF-PRODUCTION RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
- SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDING AREAS WILL BE WATERED, FERTILIZED, RESEED AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
- ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.

**NOTES:**

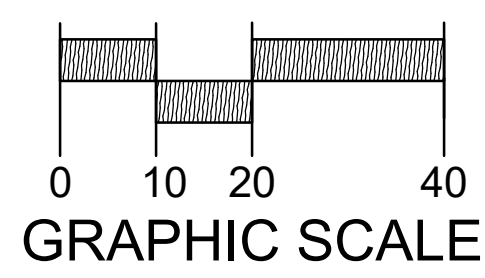
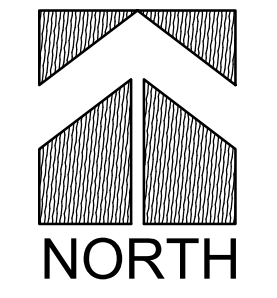
- EXISTING CONDITIONS BASED ON PROPOSED DESIGN FROM SEH DEVELOPMENT DISTRICT MASTER PLAN
- DISTURBED AREA = 1,502 ACRES
- STORM WATER MANAGEMENT WILL BE HANDLED BY OFFSITE REGIONAL FACILITY DESIGNED AND INSTALLED BY SEH
- ALL CONSTRUCTION MATERIALS TO BE STORED ON-SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY CITY AND/OR STATE PERMITS FOR ALL WORK IN THE PUBLIC RIGHT OF WAY. ALL WORK IN THE PUBLIC RIGHT OF WAY REQUIRES A STREET OCCUPANCY PERMIT FROM THE CITY.





**PLANT SYMBOL KEY**

- SHADE TREES - 2 1/2" - 3" CAL. BB : HACKBERRY, MAPLE, HONEYLOCUST, TURKISH FILBERT
  - ORNAMENTAL TREES - 2" CAL./7' CL BB : SERVICEBERRY, MUSCLEWOOD, FLOWERING CRAB
  - EVERGREEN TREES - 6'-7' BB -UPRIGHT JUNIPER,ARBORVITAE
  - DECIDUOUS SHRUBS - 15"-30" POT -CHOKEBERRY, DOGWOOD, HYDRANGEA, DIERVILLA, NINEBARK, SPIREA
  - EVERGREEN SHRUBS - 15"-18" POT -YEW
  - ORNAMENTAL GRASSES - 1 GAL: HEAVY METAL SWITCH GRASS, KARL FOERSTER GRASS
  - PERENNIALS - DAYLILY, CORAL BELLS, HOSTA, CATMINT, RUSSIAN SAGE, SEDUM
- ALL FINAL PLANT SELECTIONS WILL BE DETERMINED ON THE FINAL LANDSCAPE CONSTRUCTION PLANS.



**Know what's below.  
Call before you dig.**

THIS PLAN IS FOR MUNICIPAL REVIEW ONLY, NOT FOR BIDDING OR CONSTRUCTION PURPOSES. ALL DETAILS AND SPECIFICATIONS WILL BE INCLUDED ON FINAL CONSTRUCTION DRAWINGS.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.  
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DATE	DESCRIPTION

16745 W. Blumound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

CREATIVITY BEYOND ENGINEERING

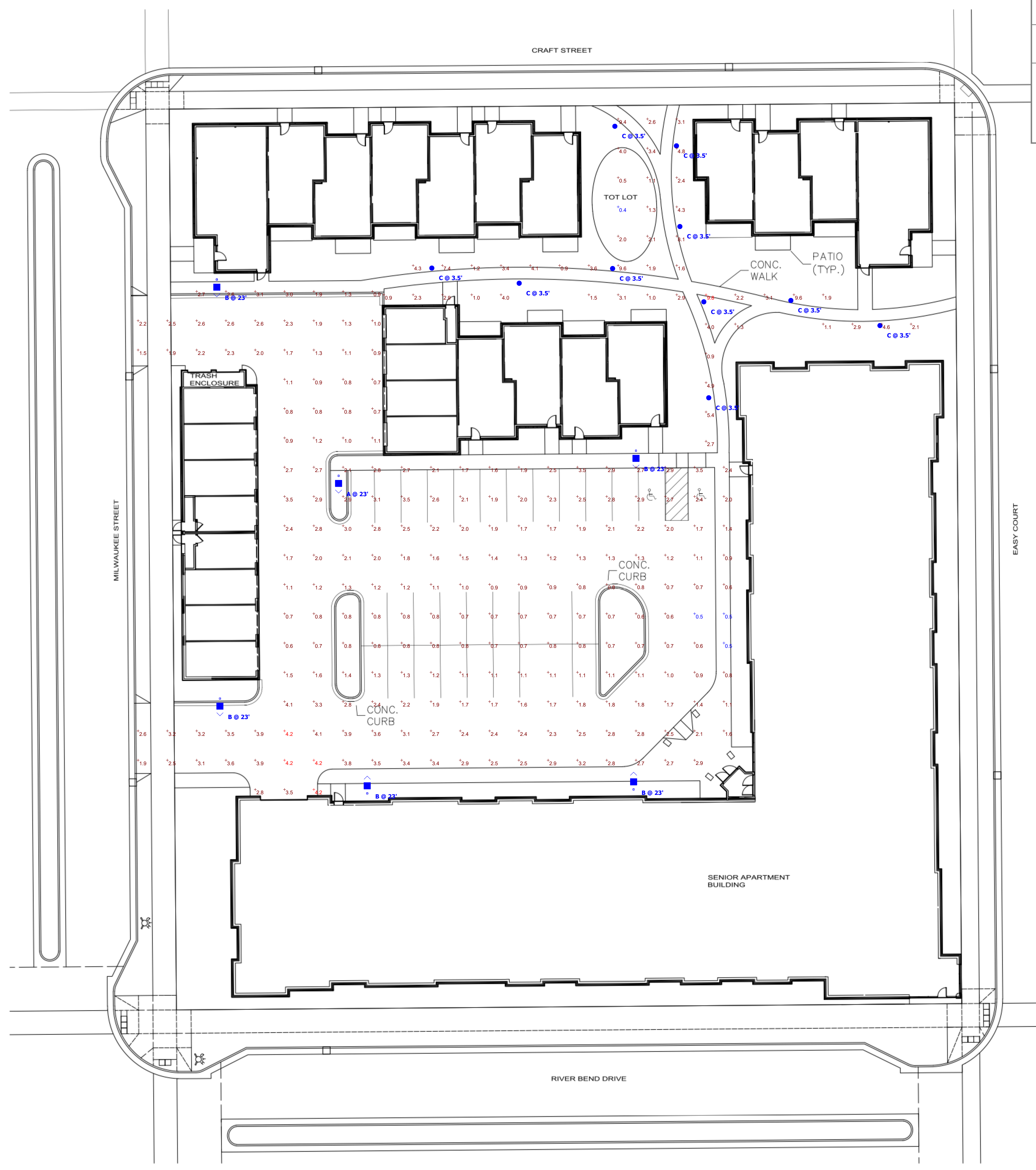
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI  
Cedarburg, WI | Naperville, IL | Irvine, CA

**MSP-THE DRIFTLESS  
LA CROSSE, WI**

**PRELIMINARY SITE LANDSCAPE PLAN**

<b>© COPYRIGHT 2023 R.A. Smith, Inc.</b>	
DATE: 01/18/23	
SCALE: 1" = 20'	
JOB NO. 3220294	
PROJECT MANAGER: <b>ROB WILLIAMS</b>	
DESIGNED BY: REW	
CHECKED BY: REW	
<b>SHEET NUMBER</b>	<b>L100</b>

N:\3220294\Draw\Sheets\3220294\_LSP01.dwg, Plot: 24x36 L100, 1/18/2023 11:45:30 AM, rew



Schedule							Number	Lumens	Light Loss	Wattage
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamps	Per Lamp	Factor		
⬆	A	1	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	PRV-C25-D-UNV-T3-BZ	PREVAL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 4000K LEDS AND TYPE III OPTICS, BRONZE PAINTED FINISH	2	6594	1	96	
⬆	B	5	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	PRV-C25-D-UNV-T3-BZ-HSS	PREVAL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 4000K LEDS AND TYPE III OPTICS WITH HOUSE SIDE SHIELD, BRONZE PAINTED FINISH	2	5989	1	96	
○	C	10	RAB LIGHTING INC. RC LIGHTING	BLEDR24N (42" ROUND BOLLARD)	EXTRUDED BROWN PAINTED CYLINDRICAL METAL LOWER HOUSING, CAST METAL TOP, CAST FINNED METAL HEAT SINK WITH WHITE PAINTED INTERIOR, MOLDED SPECULAR FINISHED PLASTIC REFLECTOR, 4 WHITE CIRCUIT BOARDS EACH WITH 3 LEDS, 4 WHITE CIRCUIT BOARDS EACH WITH 2 LEDS, FROSTED PLASTIC LENS, CAST BROWN PAINTED METAL BOTTOM.	20	129	1	23.3	

Statistics					
Description	Symbol	Avg	Max	Min	Max/Min
DRIFTLESS		2.2 fc	9.8 fc	0.4 fc	24.5:1

**Note**  
20' POLE MOUNTED ON A 3' BASE.

Plan View  
Scale - 1" = 20ft

MSP - THE DRIFTLESS  
LA CROSSE, WI.

Designer  
RJE  
Date  
01/17/2023  
Scale  
Not to Scale  
Drawing No.  
Summary

**DESCRIPTION**

The Prevail™ LED pole and fixture combination makes selection and installation of poles and fixtures simple. Included is the die-cast Prevail area, site and roadway luminaire with standard mounting arm, square straight steel pole, anchor bolts, base cover, template and hardware. Stock configurations are available in single and dual fixture combinations. The Prevail luminaire delivers a new level of versatility and value in patent pending, architectural design that delivers energy savings greater than 85% and replaces 150-450W metal halide fixtures. The Prevail fixture and pole combo is ideal for general area/site lighting applications.

**SPECIFICATION FEATURES**

**Construction**  
Construction is comprised of a heavy-duty, single-piece die-cast aluminum housing in dark bronze polyester powder paint. The die-cast aluminum door is tethered to provide easy access to the driver if replacement is required. The optics is mounted on a versatile, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP66 and 3G vibration rated (ANSI C136.31).

**Optics**  
Available in Type III and IV distributions with lumen packages ranging from 7,000 to 20,000 nominal lumens. Light engine configurations consist of 1 or 2 high-efficiency LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L9150,000 hours at 25°C) per IESNA TM-21. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed.

**Electrical**  
Available in 120-277V 50/60Hz, 10kV/10kA surge protection standard. 0-10V dimming driver is standard with leads external to the fixture to accommodate controls capability such as dimming and occupancy. Suitable for ambient temperatures from -40°C to 40°C.

**Mounting**  
The versatile, patent pending, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the standard mounting arm enables wiring of the fixture without having to access the driver compartment. A knock-out on the standard mounting arm enables round pole mounting.

**Pole**  
Shaft is one-piece construction ASTM A500 grade "B" steel, shot blasted and finished in dark bronze polyester powder coat. Anchor base is fabricated from ASTM grade steel. ASTM A306 steel full base cover is provided to enclose base plate and anchor bolts. Anchor bolts are per ASTM A518 with two nuts, two flat washers, and one lock washer. Hardware and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt, 4" hook for 1" bolt.

**Finish**  
Housing and cast parts finished in five-stage super TGIC polyester bronze powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear.

**Warranty**  
Five-year warranty.

**Lumark**

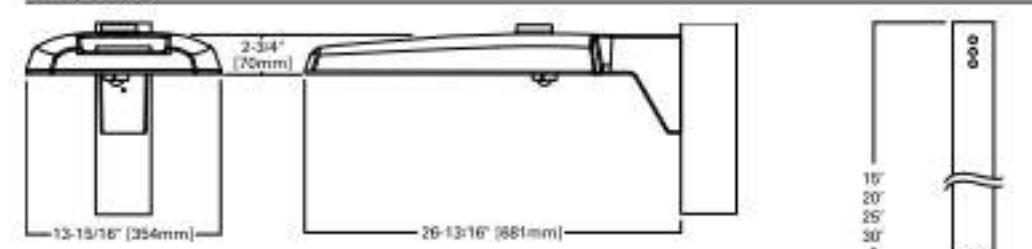
Catalog #	SEE BELOW	Type	A
Project		Date	
Comments			
Prepared by			



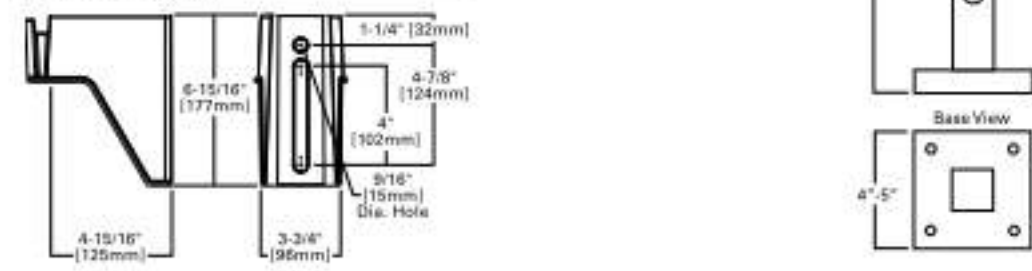
**PPRRV PREVAIL POLE AND FIXTURE COMBO**

LED  
POLE AND FIXTURE COMBO

**DIMENSIONS**



**POLE MOUNT ARM**



**CERTIFICATION DATA**

UL and IXL Wet Location Listed  
IP66-Rated  
3G Vibration Rated (ISO 8001)

**ENERGY DATA**

Electronic LED Driver  
0.9 Power Factor  
±20% Total Harmonic Distortion  
120-277V/50 and 60Hz  
307V/60Hz, 480V/50Hz  
-40°C Minimum Temperature Rating  
+40°C Ambient Temperature Rating

**EPA**

Effective Projected Area (Sq. Ft.): 0.75 (1 fixture)  
Approximate Net Weight: 20lbs. (9.09 kg.) (1 fixture)

TSI TD50002EN  
September 10, 2021 10:27 AM



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**SPECIFICATION FEATURES**

**Construction**  
Construction is comprised of a heavy-duty, single-piece die-cast aluminum housing in dark bronze polyester powder paint. The die-cast aluminum door is tethered to provide easy access to the driver if replacement is required. The optics is mounted on a versatile, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP66 and 3G vibration rated (ANSI C136.31).

**Optics**  
Available in Type III and IV distributions with lumen packages ranging from 7,000 to 20,000 nominal lumens. Light engine configurations consist of 1 or 2 high-efficiency LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L9150,000 hours at 25°C) per IESNA TM-21. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed.

**Electrical**  
Available in 120-277V 50/60Hz, 10kV/10kA surge protection standard. 0-10V dimming driver is standard with leads external to the fixture to accommodate controls capability such as dimming and occupancy. Suitable for ambient temperatures from -40°C to 40°C.

**Mounting**  
The versatile, patent pending, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the standard mounting arm enables wiring of the fixture without having to access the driver compartment. A knock-out on the standard mounting arm enables round pole mounting.

**Pole**  
Shaft is one-piece construction ASTM A500 grade "B" steel, shot blasted and finished in dark bronze polyester powder coat. Anchor base is fabricated from ASTM grade steel. ASTM A306 steel full base cover is provided to enclose base plate and anchor bolts. Anchor bolts are per ASTM A518 with two nuts, two flat washers, and one lock washer. Hardware and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt, 4" hook for 1" bolt.

**Finish**  
Housing and cast parts finished in five-stage super TGIC polyester bronze powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear.

**Warranty**  
Five-year warranty.

**Lumark**

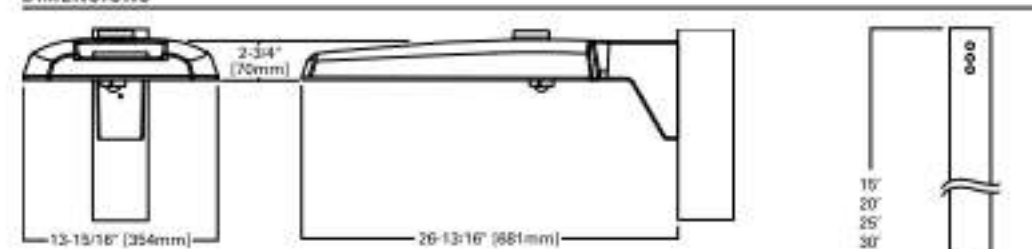
Catalog #	SEE BELOW	Type	B
Project		Date	
Comments			
Prepared by			



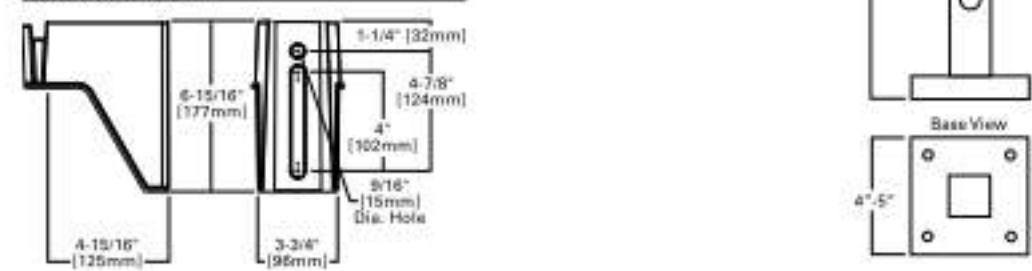
**PPRRV PREVAIL POLE AND FIXTURE COMBO**

LED  
POLE AND FIXTURE COMBO

**DIMENSIONS**



**POLE MOUNT ARM**



**CERTIFICATION DATA**

UL and IXL Wet Location Listed  
IP66-Rated  
3G Vibration Rated (ISO 8001)

**ENERGY DATA**

Electronic LED Driver  
0.9 Power Factor  
±20% Total Harmonic Distortion  
120-277V/50 and 60Hz  
307V/60Hz, 480V/50Hz  
-40°C Minimum Temperature Rating  
+40°C Ambient Temperature Rating

**EPA**

Effective Projected Area (Sq. Ft.): 0.75 (1 fixture)  
Approximate Net Weight: 20lbs. (9.09 kg.) (1 fixture)

TSI TD50002EN  
September 10, 2021 10:27 AM



**BDLEDR24N**

**RAB**



LED bolted with architectural quality and strength at an affordable price point. Cylindrical post with dome head. Available in 4 light pattern configurations including 360° (24W), 270° (18W), 180° (12W option) & 90° (12W standard).  
Color: Bronze Weight: 11.4 lbs.

Project:	TYPE C
Prepared By:	Date:

Driver Info		LED Info	
Type	Constant Current	Watts	24W
120V	0.36A	Color Temp	4000K (Neutral)
208V	0.18A	Color Accuracy	72 CRI
240V	0.15A	L70 LifeSpan	100,000 Hours
277V	0.14A	Lumens	2,577 lm
Input Watts	23.3W	Efficacy	110.6 lm/W

**Technical Specifications**

<b>Compliance</b> <b>UL Listed:</b> Suitable for wet locations. Suitable for mounting within 4 ft. (1.2m) of the ground. <b>IESNA LM-79 &amp; LM-80 Testing:</b> RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80. <b>DLC Listed:</b> This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P65WOM317 <b>LED Characteristics</b> <b>LED:</b> Long-life, high-efficiency, surface-mount LEDs. <b>Color Consistency:</b> 5-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color	<b>Color Stability:</b> LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period. <b>Color Uniformity:</b> RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017 <b>Performance</b> <b>Lifespan:</b> 100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations <b>Wattage Equivalency:</b> Equivalent to 70W Metal Halide <b>Optical</b> <b>BUG Rating:</b> B2 U3 G2	<b>Construction</b> <b>Cold Weather Starting:</b> The minimum starting temperature is -40°C (-40°F) <b>Thermal Management:</b> Cast aluminum Thermal Management system for optimal heat sinking. The BDLED is designed for cool operation, maximum efficiency and long life by minimizing LED junction temperature. <b>Housing:</b> Die-cast aluminum with extruded aluminum post. <b>Lens:</b> Frosted vandal resistant polycarbonate
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Need help? Tech help line: (800) 722-1000 Email: sales@rablighting.com Website: www.rablighting.com  
Copyright © 2023 RAB Lighting All Rights Reserved. Note: Specifications are subject to change at any time without notice.

**DIMENSIONIV**  
Madison Design Group

architecture · interior design · planning

6515 Grand Teton Plaza, Suite 120  
Madison, Wisconsin 53719

p608.829.4444 f608.829.4445 dimensionivmadison.com

**MSP - THE DRIFTLESS**

LA CROSSE, WI

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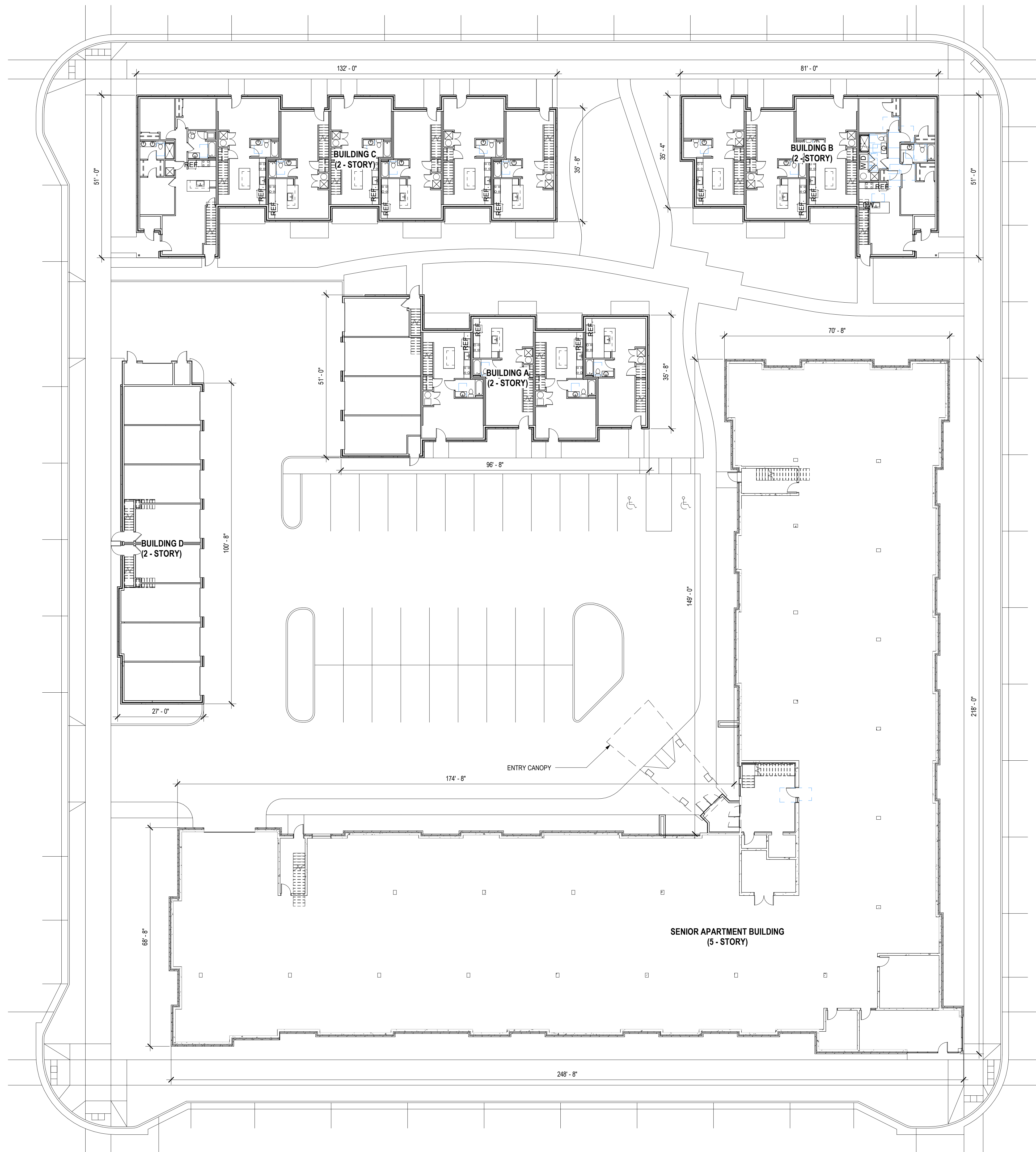
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**SITE LIGHTING SPEC SHEETS**

**MSP - THE  
DRIFTLESS**

La Crosse, WI



DATE OF ISSUE: 01/19/2023

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**ARCHITECTURAL  
SITE PLAN**

1 ARCHITECTURAL SITE PLAN 1/16" = 1'-0" 0' 4' 8' 16' N

**AS-1.0**



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DRIFTLESS**

LA CROSSE, WI



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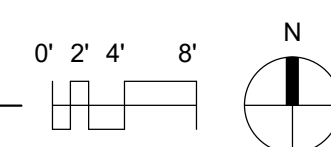
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PROJECT # 21136

**FLOOR PLANS -  
APARTMENTS**

**A-1.0**

**1 GROUND FLOOR PLAN**  
3/32" = 1'-0"



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DRIFTLESS**

LA CROSSE, WI



DATE OF ISSUE: 01/19/2023

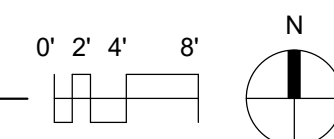
REVISIONS:


PROJECT # 21136

**FLOOR PLANS -  
APARTMENTS**

**A-1.1**

**1 FIRST FLOOR PLAN**



3/32" = 1'-0"

**MSP - THE DRIFTLESS**

LA CROSSE, WI



**5 2 BEDROOM UNIT - TYPE 3**  
1/8" = 1'-0" 0' 2' 4' 8"

**4 2 BEDROOM UNIT - TYPE 2**  
1/8" = 1'-0" 0' 2' 4' 8"

**3 2 BEDROOM UNIT - TYPE 1**  
1/8" = 1'-0" 0' 2' 4' 8"

**2 1 BEDROOM UNIT**  
1/8" = 1'-0" 0' 2' 4' 8"

**1 SECOND - FOURTH FLOOR PLANS**  
3/32" = 1'-0" 0' 2' 4' 8" N

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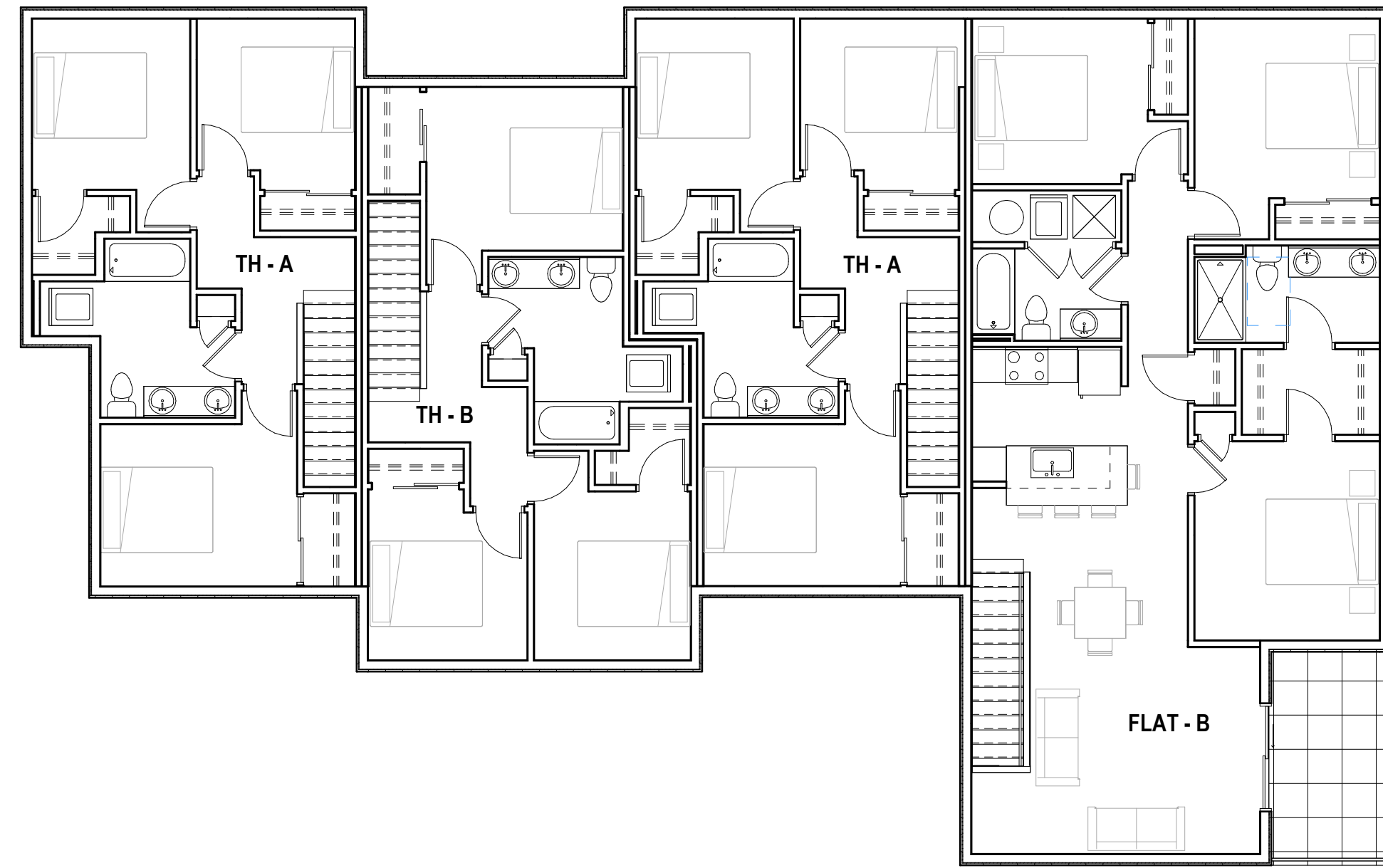

PROJECT # 21136

**FLOOR PLANS - APARTMENTS & UNIT PLANS**

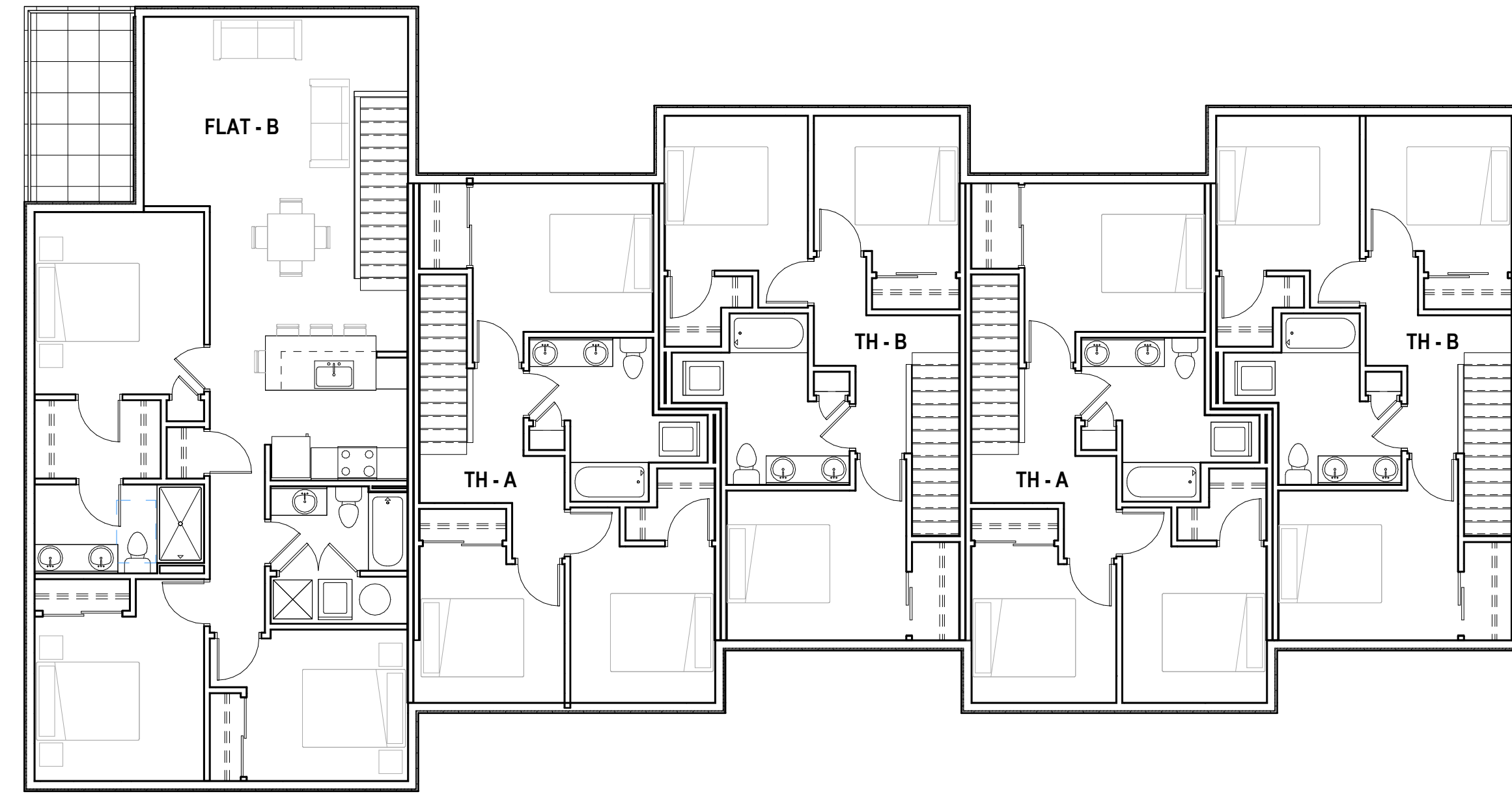
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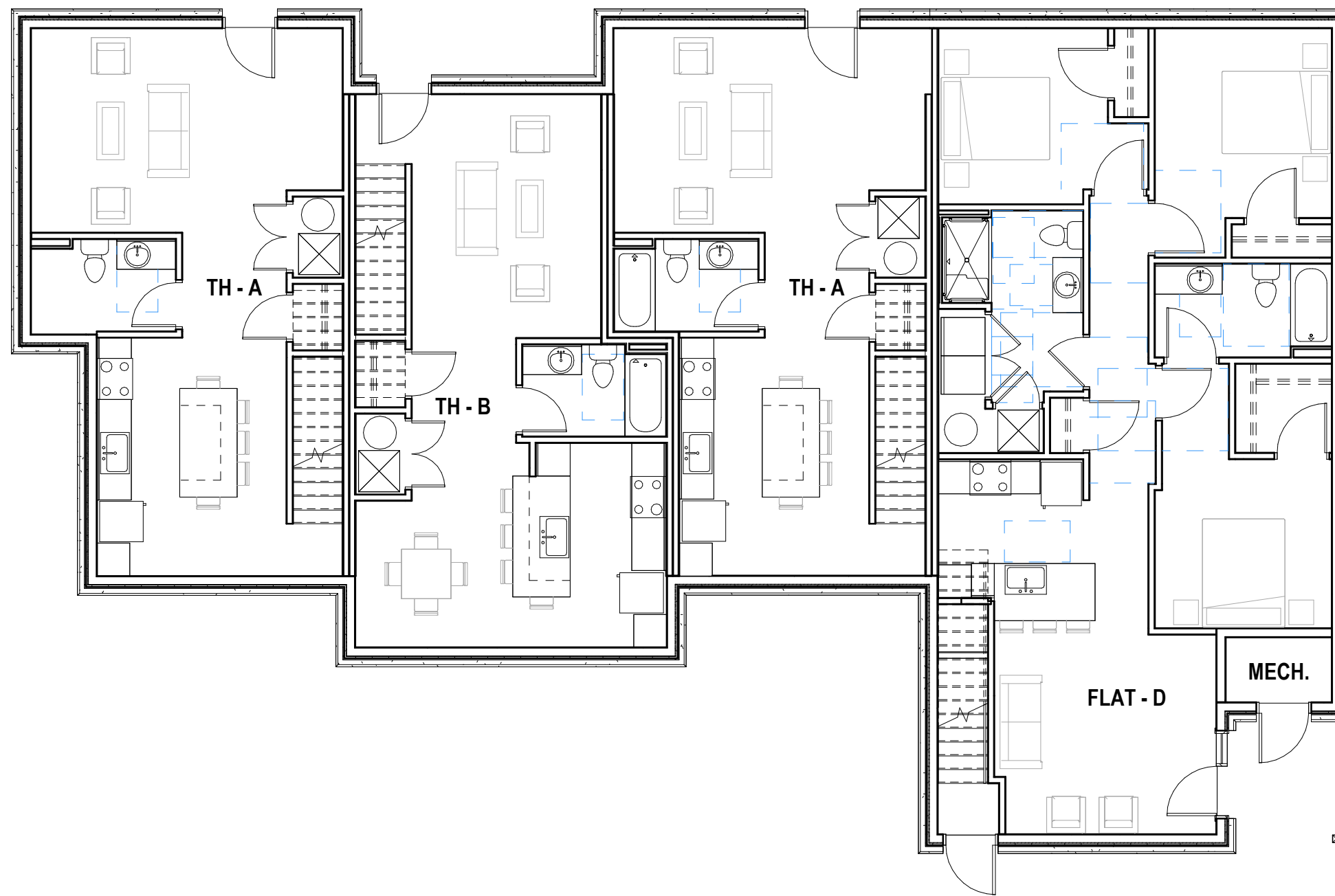
La Crosse, WI



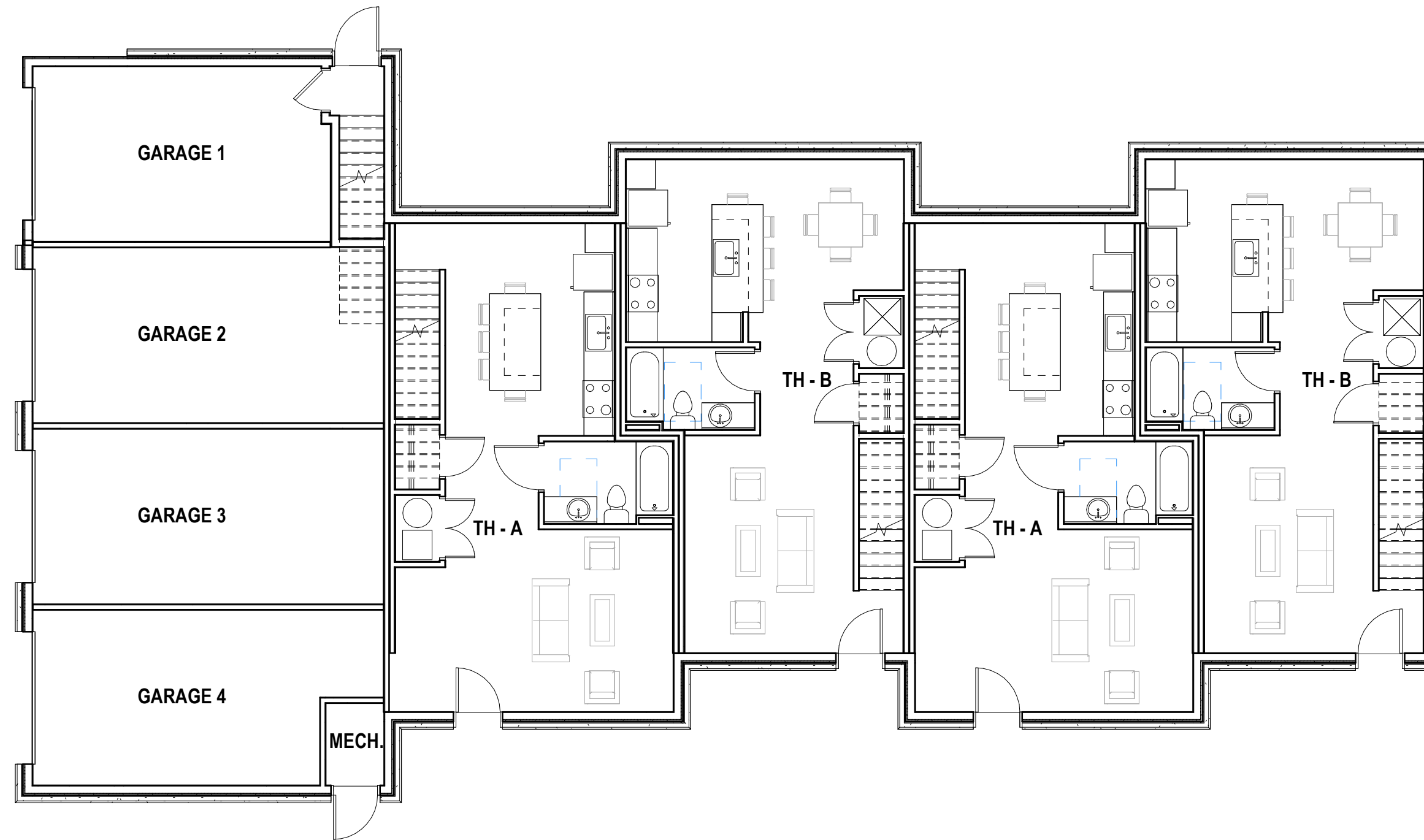
**4 SECOND FLOOR PLAN - BUILDING B**  
1/8" = 1'-0"



**2 SECOND FLOOR PLAN - BUILDING A**  
1/8" = 1'-0"



**3 GROUND FLOOR PLAN - BUILDING B**  
1/8" = 1'-0"



**1 GROUND FLOOR PLAN - BUILDING A**  
1/8" = 1'-0"

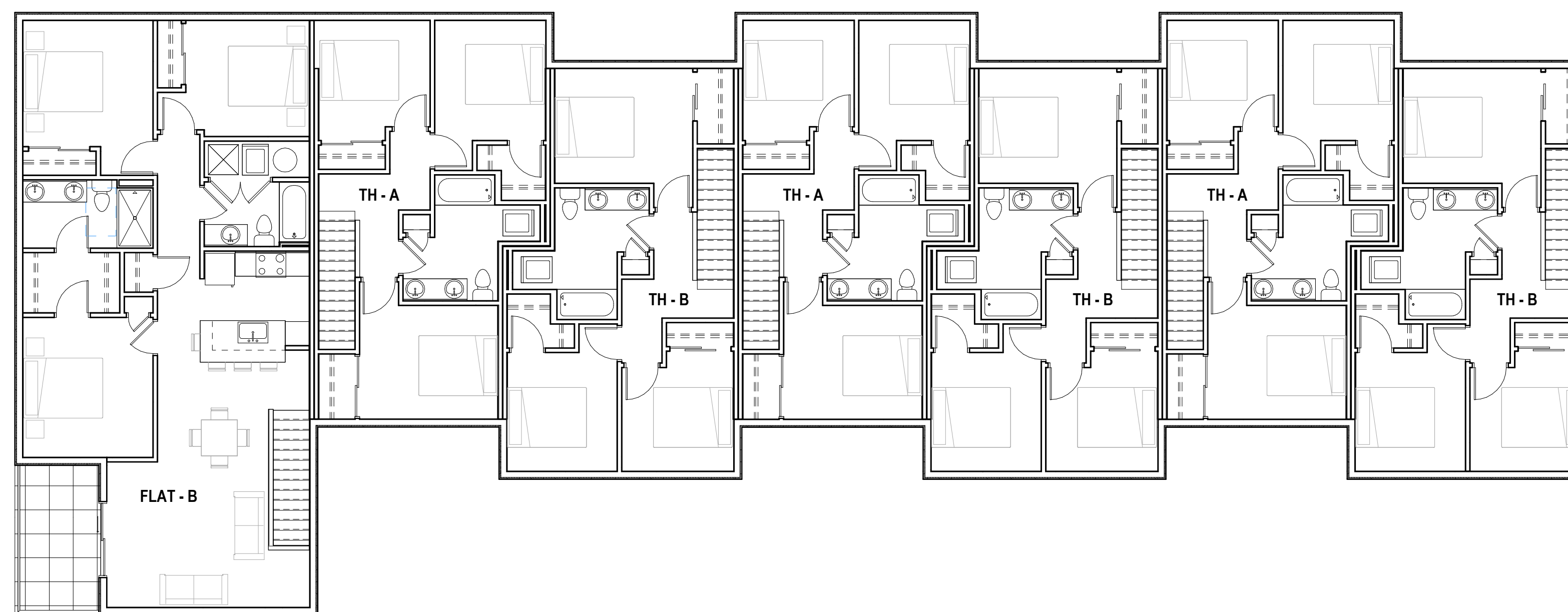
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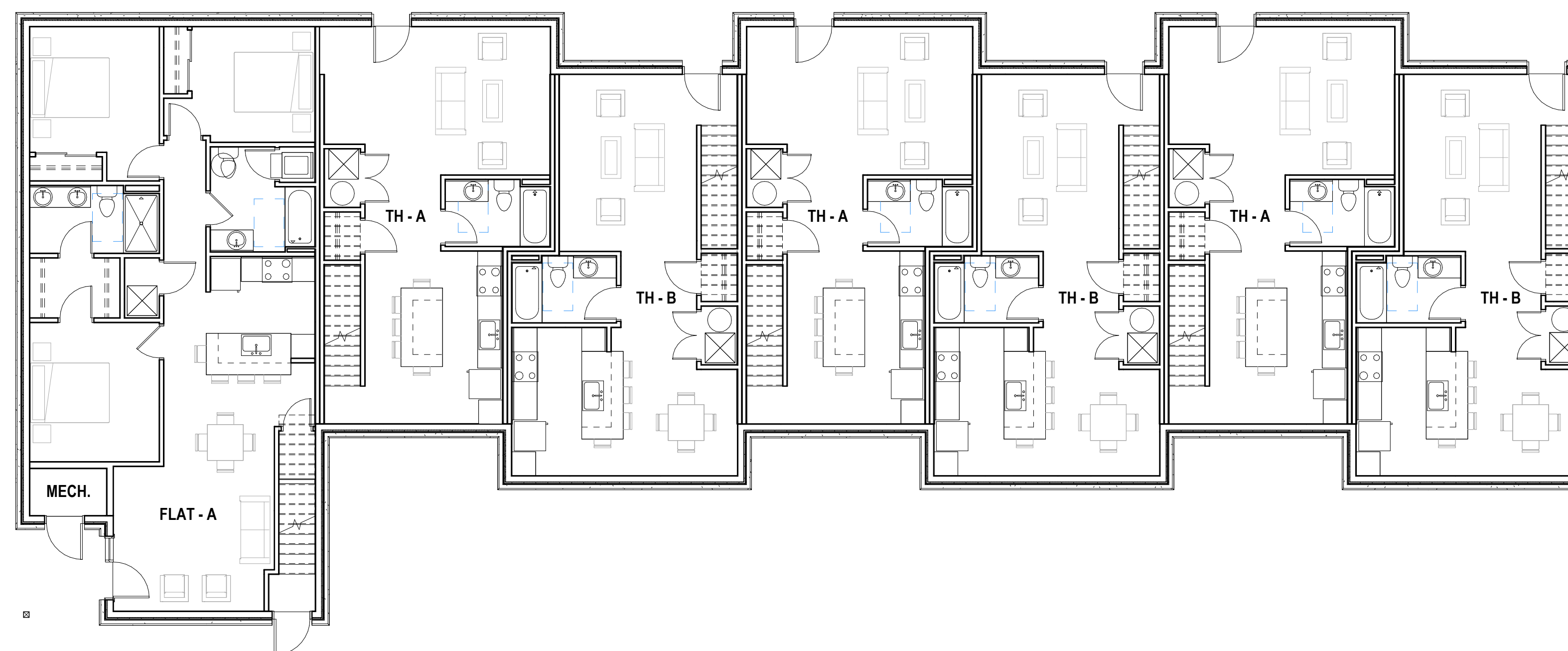

PROJECT # 21136

**FLOOR PLANS -  
TOWNHOUSES &  
FLATS**

**A-1.3**



**2 SECOND FLOOR PLAN - BUILDING C**  
1/8" = 1'-0" 0' 2' 4' 8' N



**1 GROUND FLOOR PLAN - BUILDING C**  
1/8" = 1'-0" 0' 2' 4' 8' N

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La Crosse, WI

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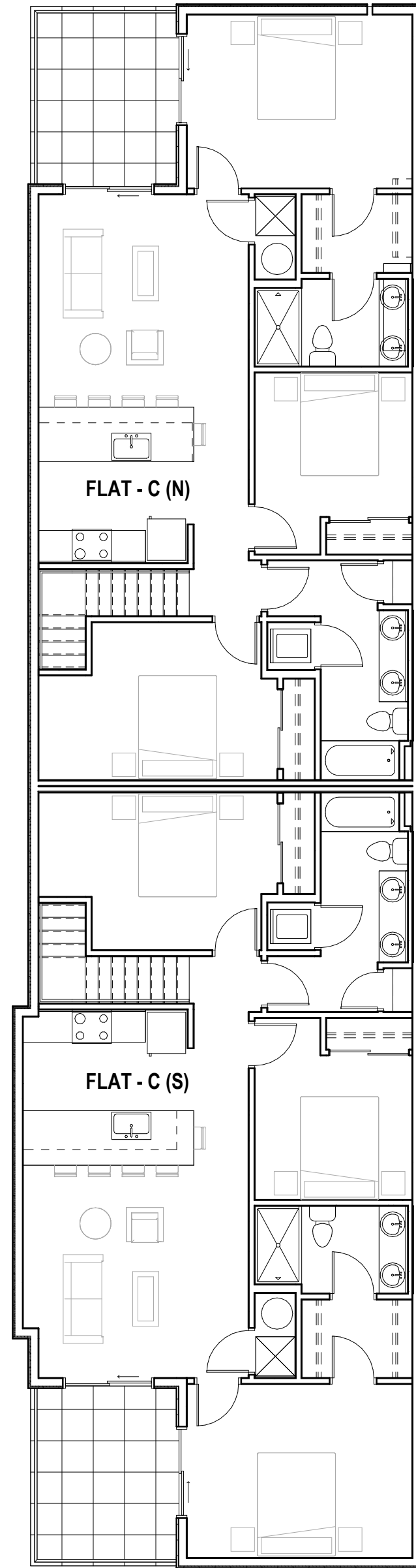

PROJECT # 21136

**FLOOR PLANS -  
TOWNHOUSES &  
FLATS**

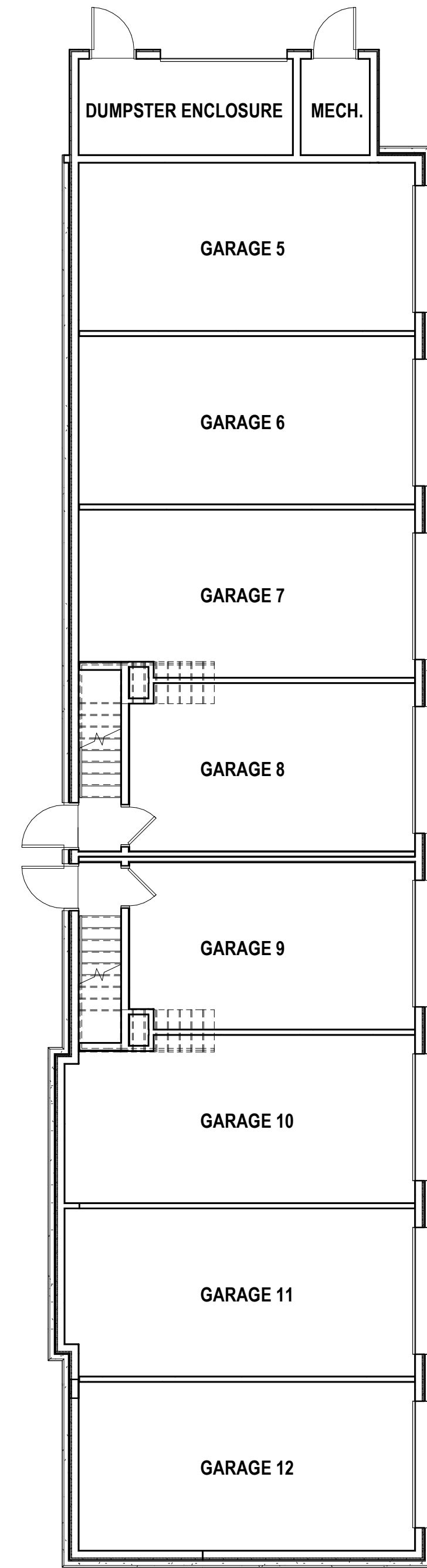
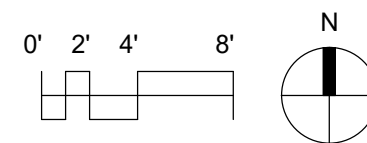
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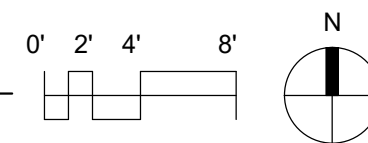
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**2 SECOND FLOOR PLAN - BUILDING D**  
1/8" = 1'-0"



**1 GROUND FLOOR PLAN - BUILDING D**  
1/8" = 1'-0"



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**FLOOR PLANS -  
TOWNHOUSES &  
FLATS**

**A-1.5**

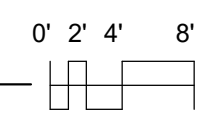
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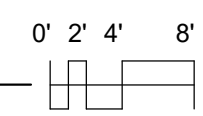
1 SOUTH ELEVATION (SENIOR)

3/32" = 1'-0"



2 EAST ELEVATION (SENIOR)

3/32" = 1'-0"



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**EXTERIOR ELEVATIONS - APARTMENTS**

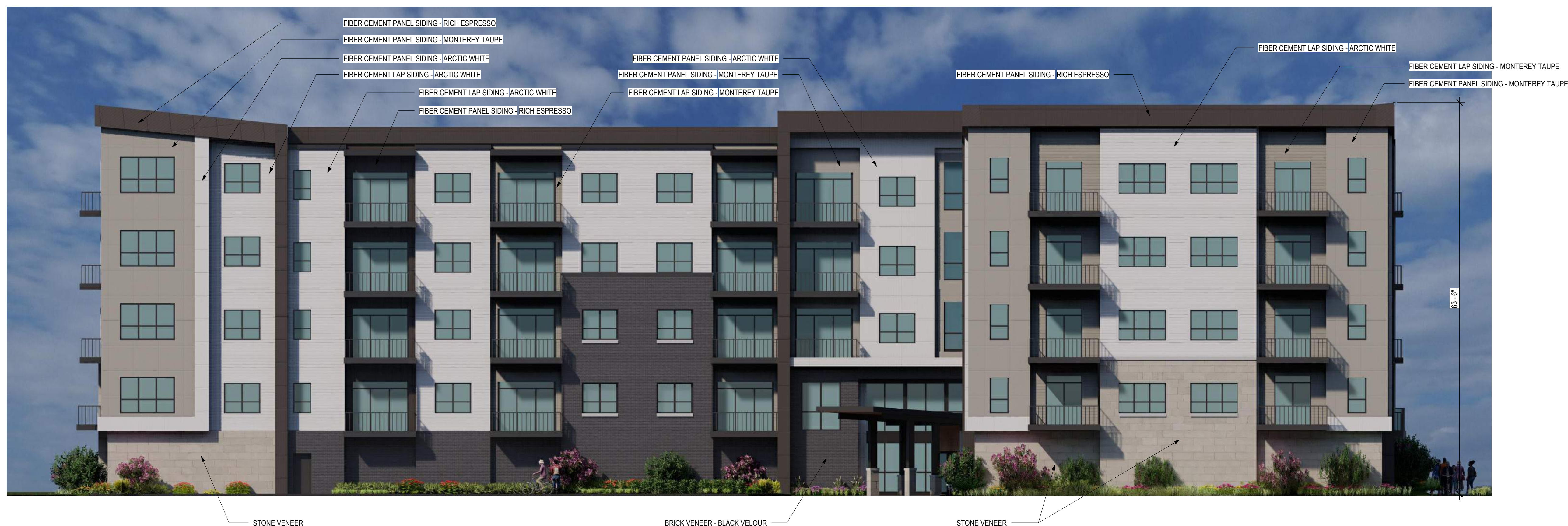
**A-2.0**

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**1 NORTH ELEVATION (SENIOR)**  
3/32" = 1'-0"



**2 WEST ELEVATION (SENIOR)**  
3/32" = 1'-0"

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**EXTERIOR  
ELEVATIONS -  
APARTMENTS**

**A-2.1**

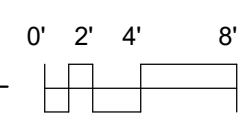


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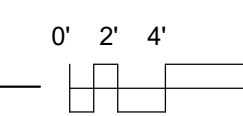
LA CROSSE, WI



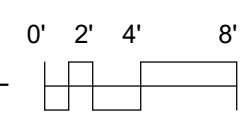
**1 WEST ELEVATION TOWNHOME A**  
1/8" = 1'-0"



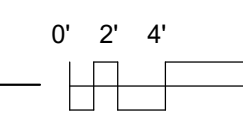
**2 SOUTH ELEVATION TOWNHOME A**  
1/8" = 1'-0"



**4 EAST ELEVATION TOWNHOME A**  
1/8" = 1'-0"



**3 NORTH ELEVATION TOWNHOME A**  
1/8" = 1'-0"



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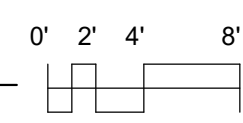
PROJECT # 21136

**EXTERIOR  
ELEVATIONS -  
TOWNHOUSES &  
FLATS**

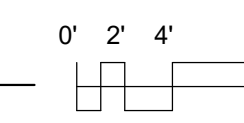
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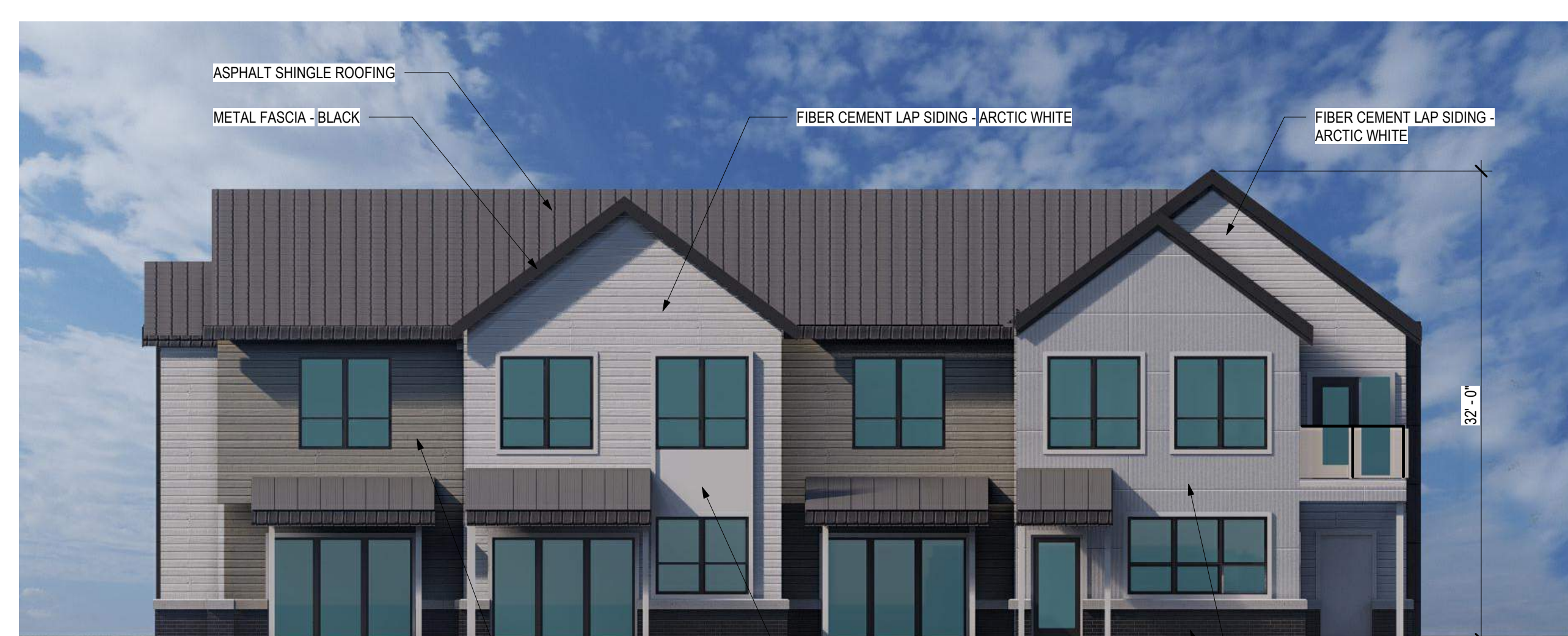
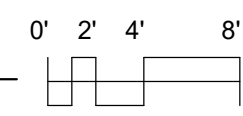
**1 EAST ELEVATION TOWNHOME B**  
1/8" = 1'-0"



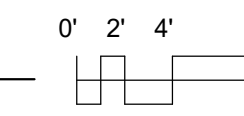
**2 NORTH ELEVATION TOWNHOME B**  
1/8" = 1'-0"



**4 WEST ELEVATION TOWNHOME B**  
1/8" = 1'-0"



**3 SOUTH ELEVATION TOWNHOME B**  
1/8" = 1'-0"



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LA CROSSE, WI

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**EXTERIOR  
ELEVATIONS -  
TOWNHOUSES &  
FLATS**

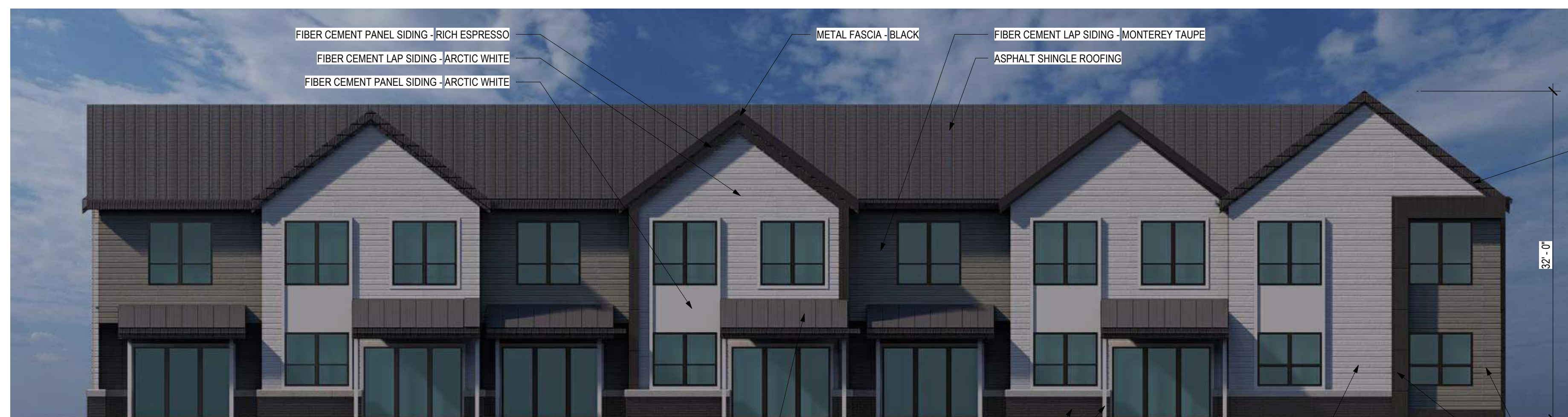
**A-2.3**



**1 EAST ELEVATION TOWNHOME C**  
1/8" = 1'-0"



**4 WEST ELEVATION TOWNHOME C**  
1/8" = 1'-0"



**2 NORTH ELEVATION TOWNHOME C**  
1/8" = 1'-0"



**3 SOUTH ELEVATION TOWNHOME C**  
1/8" = 1'-0"

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LA CROSSE, WI

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**EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS**

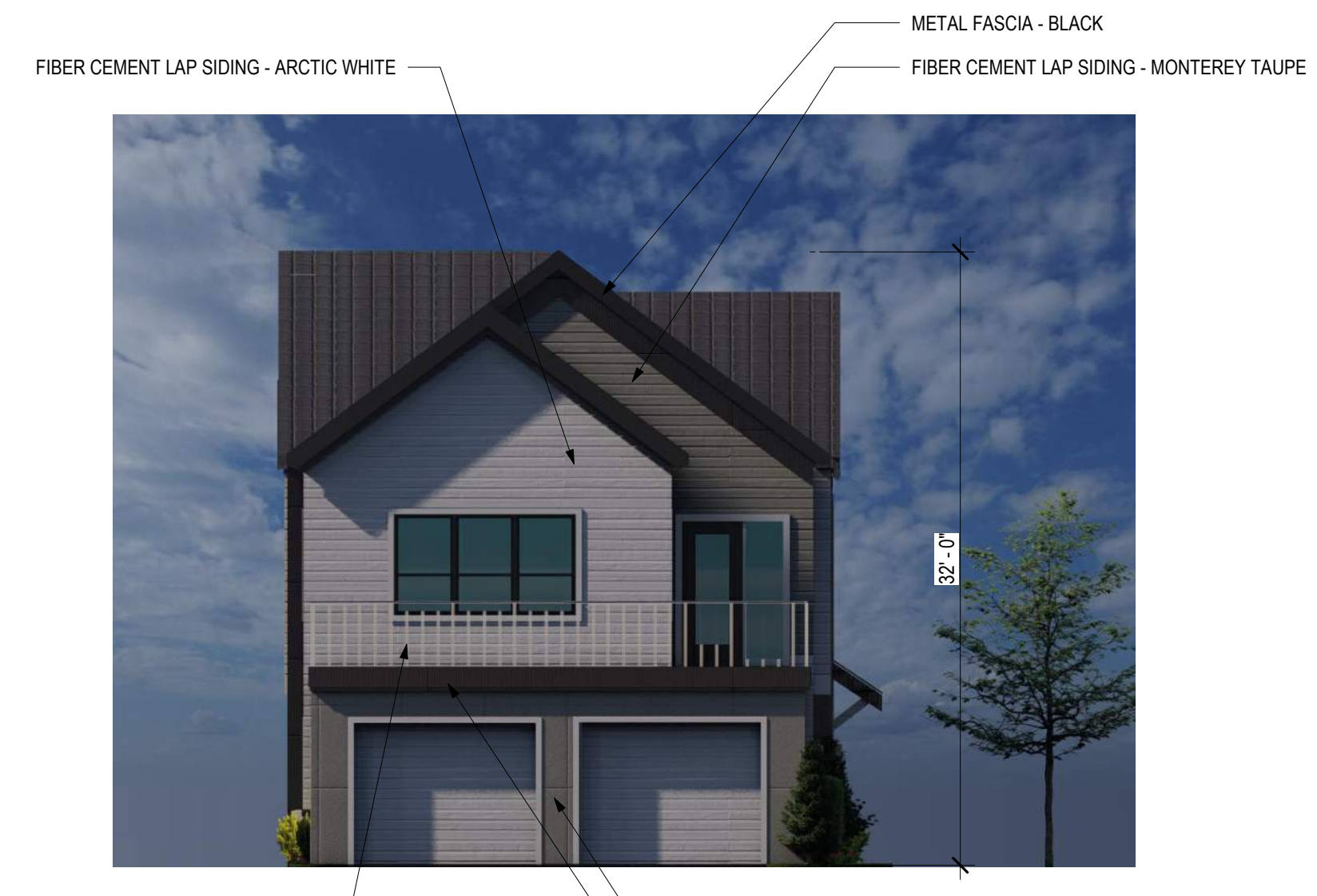
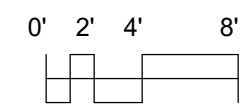
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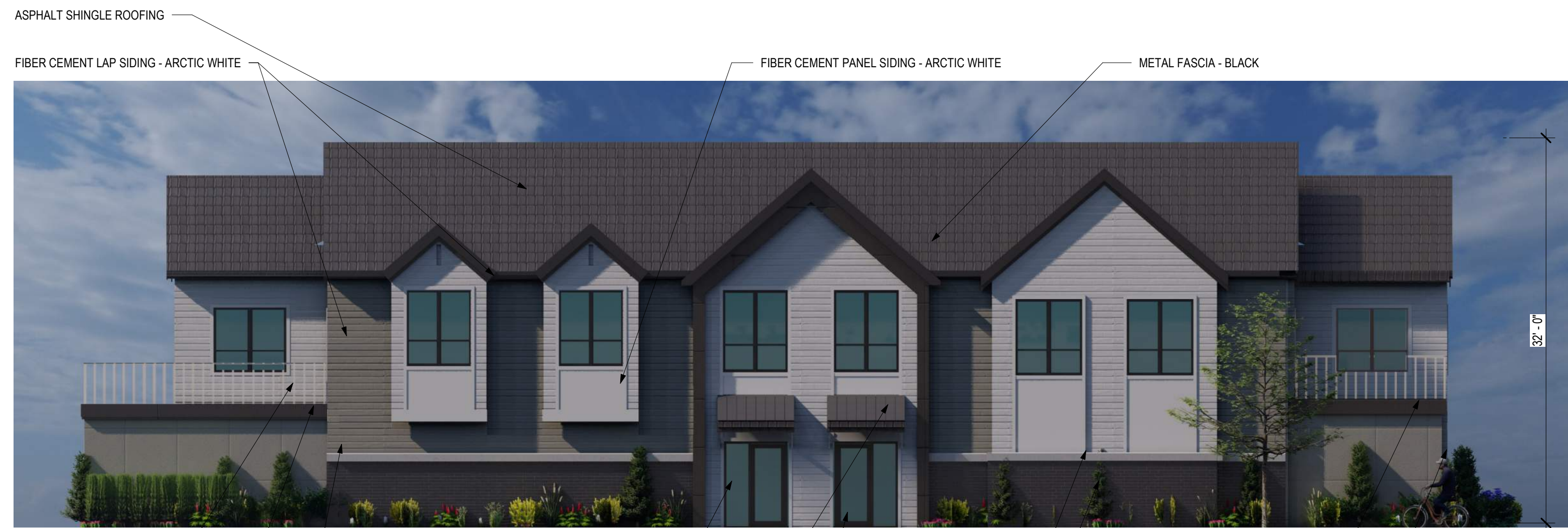
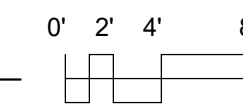
LA CROSSE, WI



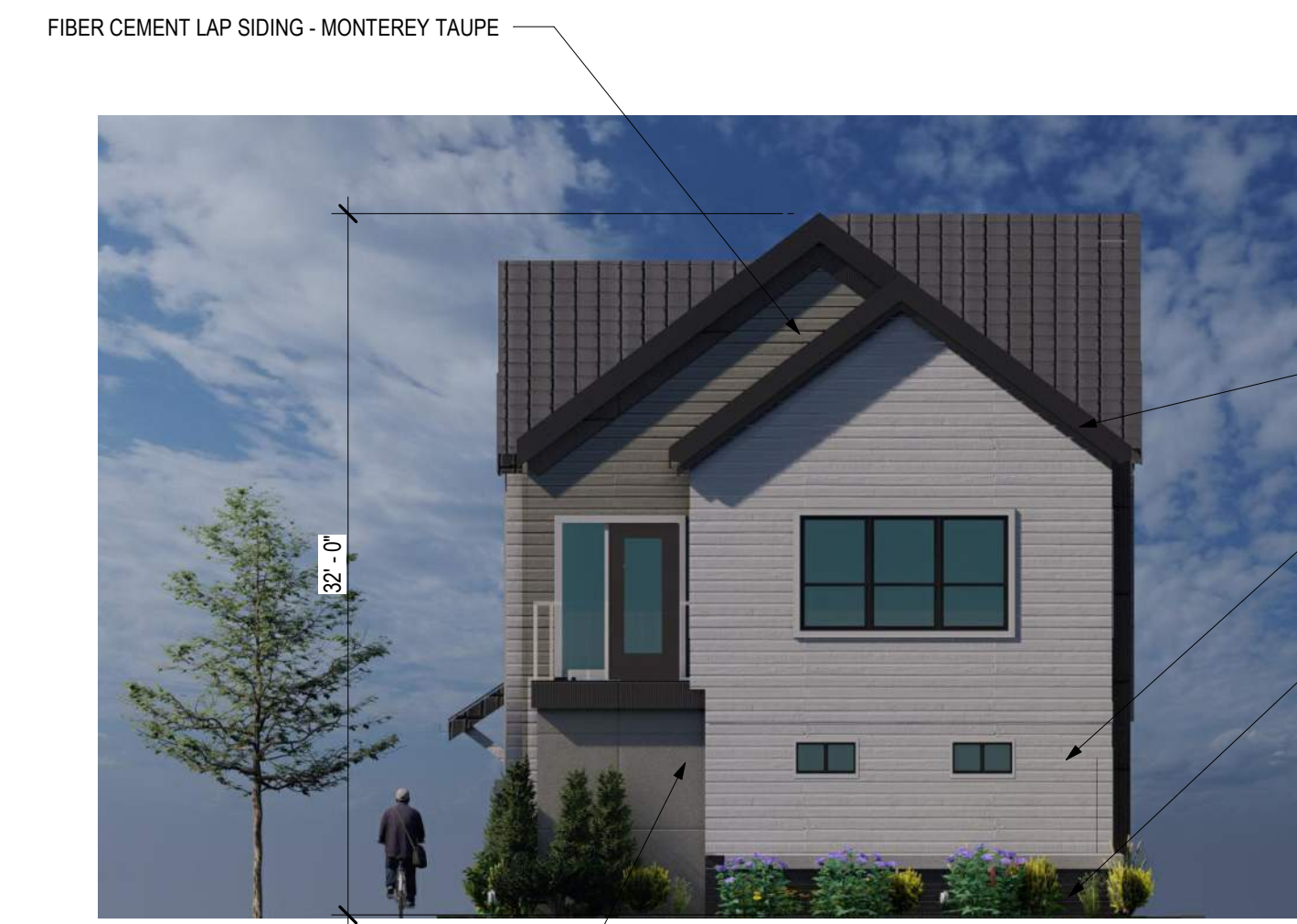
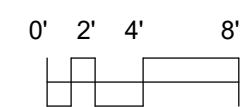
**1 EAST ELEVATION TOWNHOME D**  
1/8" = 1'-0"



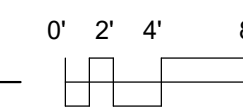
**2 NORTH ELEVATION TOWNHOME D**  
1/8" = 1'-0"



**4 WEST ELEVATION TOWNHOME D**  
1/8" = 1'-0"



**3 SOUTH ELEVATION TOWNHOME D**  
1/8" = 1'-0"



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**EXTERIOR ELEVATIONS - TOWNHOUSES & FLATS**

**A-2.5**



AERIAL VIEW LOOKING NORTHWEST



AERIAL VIEW LOOKING SOUTHEAST

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DRIFTLESS**

LA CROSSE, WI

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**PERSPECTIVE  
VIEWS**

**A-3.0**



PERSPECTIVE VIEW OF APARTMENT BUILDING'S SOUTHEAST CORNER



PERSPECTIVE VIEW OF APARTMENT BUILDING'S WEST END

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LA CROSSE, WI

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**PERSPECTIVE VIEWS**

**A-3.1**



PERSPECTIVE VIEW OF APARTMENT BUILDING'S MAIN ENTRY

**MSP - THE  
 DRIFTLESS**

LA CROSSE, WI

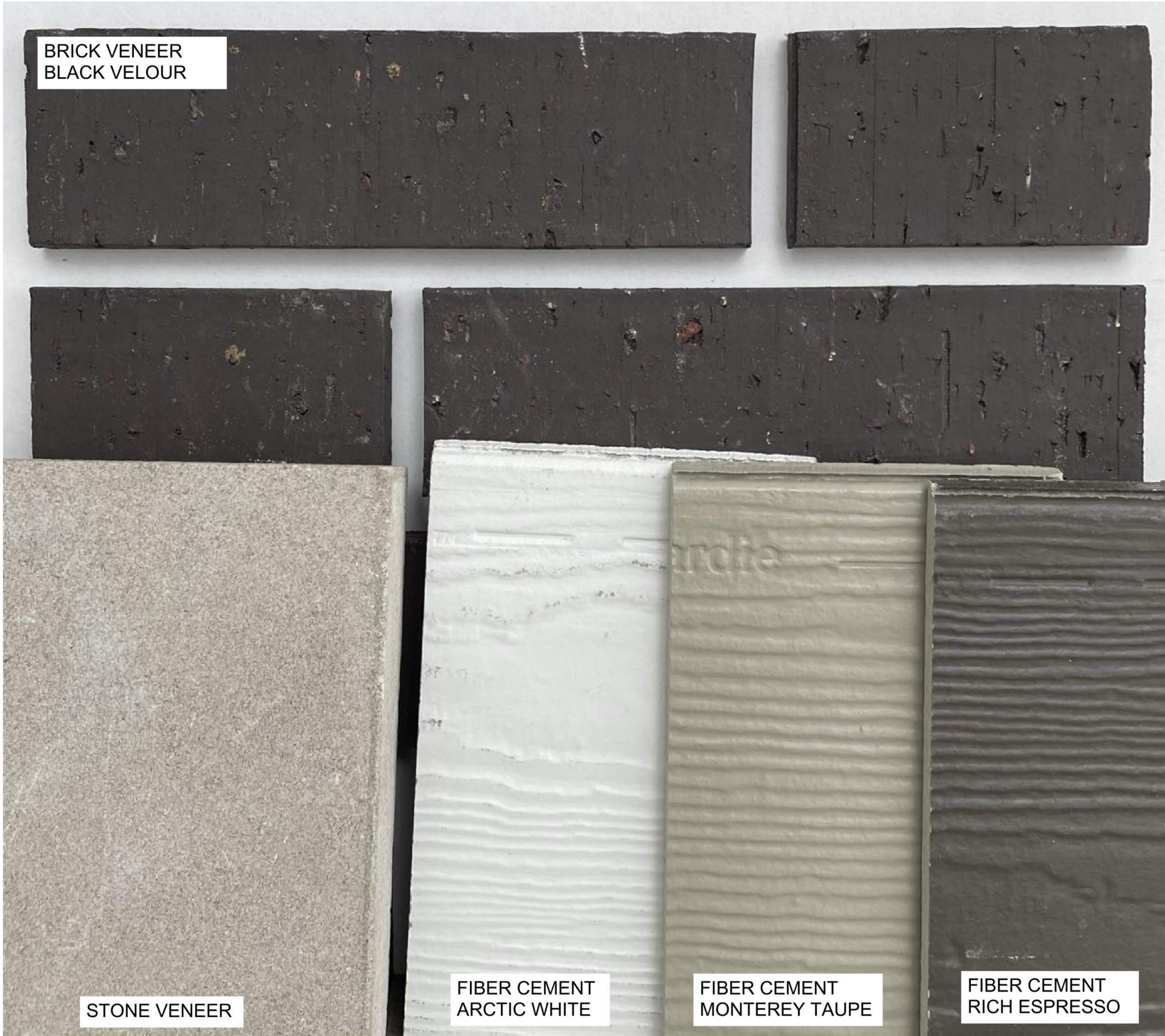
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**PERSPECTIVE  
 VIEWS**

**A-3.2**



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LA CROSSE, WI

DATE OF ISSUE: 01/19/2023

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**MATERIAL  
PALETTE**

**A-4.0**





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0095

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**Agenda Date:** 1/26/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0113

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**Agenda Date:** 1/26/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** Resolution

**Agenda Number:**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0096

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**Agenda Date:** 1/26/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**

## DIVISION 2. - CODE OF ETHICS

*Footnotes:*

--- (6) ---

**State Law reference**— *Code of ethics for public officers and employees, Wis. Stat. § 19.41 et seq.; code of ethics for local government officials, employees and candidates, Wis. Stat. § 19.59.*

### Sec. 2-126. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Anything of value* means any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the City, fees, honorariums and expenses which are permitted and reported under Wis. Stat. § 19.56, political contributions which are reported under Wis. Stat. ch. 11 or hospitality extended for a purpose unrelated to City business by a person other than an organization.

*Public employee* means any person excluded from the definition of a public officer who is employed by the City of La Crosse.

*Public officer* means all City officers as defined in Wis. Stat. § 62.09 and all members of Boards, Commissions and Agencies established or appointed by the Mayor or Common Council, whether paid or unpaid.

(Code 1980, § 2.48(A))

**Cross reference**— Definitions and rules of construction, § 1-2.

### Sec. 2-127. - Declaration of policy.

It is declared that high moral and ethical standards among City officers and employees are essential to the conduct of good representative government and that a Code of Ethics for the guidance of Public officers and employees will help them avoid conflicts with improved standards of public service and will promote and strengthen the confidence of the residents of this City in their public officers and employees.

(Code 1980, § 2.48(B))

### Sec. 2-128. - Distribution of division.

- (a) The City Clerk shall cause to be distributed to each public officer and employee a copy of this division before entering upon the duties of the public officer or employee's office or employment.

- (b) Each public officer, the President of the Common Council, the Chair of each board, commission or agency and the head of each department shall, between January 1 and January 31 each year, review the provisions of this division and with fellow Council, board, commission, agency members or subordinates, as the case may be, and certify to the City Clerk by February 15 that such annual review had been undertaken. A copy of this division shall be continuously posted on each department bulletin board wherever situated.

(Code 1980, § 2.48(F))

Sec. 2-129. - Ethics Board.

(a) *Membership.*

(1) The Ethics Board shall be composed of five voting members. The members shall be citizens chosen from the private sector who shall not have an affiliation with City government in any capacity. The members shall be appointed by the Mayor with the approval of the majority vote of the City Council.

(2) Terms of office of the citizen members shall be three years.

(b) *Officers and staff.*

(1) The Ethics Board shall have its own Chair and Vice-Chair.

(2) The City Attorney shall furnish the Ethics Board whatever legal assistance, which may become necessary. The Ethics Board may determine the need for private counsel.

(c) *Advisory opinions.* Any person governed by this Code may apply in writing to the Ethics Board for an advisory opinion. Applicants shall present their interpretation of the facts at issue and of the applicability of the provision of this Code before the advisory opinion is rendered. All opinions shall be in writing and adopted by the Ethics Board by resolution. The Ethics Board's deliberations and action upon such applications shall be in meetings not open to the public, but notice of such meetings shall be given pursuant to Wis. Stat. § 19.84, Record of the Ethics Board opinions, opinion request and investigations of violations may be closed to public inspection, as permitted by Wis. Stat. ch. 19. The Ethics Board, however, may make such records public with the consent of the applicant.

(Code 1980, § 2.48(G)(1), (G)(2))

**Cross reference**— Boards and commissions, ch. 2, art. X.

Sec. 2-130. - Violations and complaints.

(a) The City Clerk shall accept from any person, except a member of the Ethics Board, a signed original complaint that states the name of the official or employee alleged to have violated this Code and that sets forth the material facts involved in the allegation. The City Clerk shall forward

the original complaint to the Ethics Board Chair within three working days.

- (b) Time limitations. No action may be taken on any complaint that is filed more than one year after a violation of this division is alleged to have occurred.
- (c) Ethics Board procedures. Following the receipt of a complaint:
  - (1) The Ethics Board shall notify the accused within ten calendar days.
  - (2) The Ethics Board shall convene within 20 calendar days.
  - (3) The Ethics Board may make preliminary investigations with respect to alleged violation of this Code. A preliminary investigation shall not be initiated unless the accused official or employee is notified in writing within ten calendar days from the initial meeting. The notice shall state the purpose of the investigation and the individual's specific action or activities to be investigated.
  - (4) The Ethics Board shall make every effort to conclude within 120 calendar days.
- (d) Hearings. If the Ethics Board finds that probable cause exists for believing the allegations of the complaint, the Ethics Board may issue an order setting a date for a hearing. If the Ethics Board elects to hold a hearing, the Ethics Board shall give the accused at least 20 calendar days' notice of the hearing date. Such hearing shall be conducted pursuant to the contested case hearing requirements of Wis. Stat. ch. 227 at open session unless the accused petitions for a hearing closed to the public and good cause to close the hearing is shown.
- (e) Right of representation. During all stages of an investigation or proceeding conducted under this section, the accused or any person whose activities are under investigation is entitled to be represented by counsel of personal choice and at personal expense.
- (f) Due process. The accused or the accused's representative shall have an adequate opportunity to:
  - (1) Examine all documents and records to be used at the hearing within a reasonable time before the date of the hearing as well as during the hearing;
  - (2) Have witnesses heard;
  - (3) Establish all pertinent facts and circumstances; and
  - (4) Question or refute any testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.
- (g) Power to subpoena and administer oaths. The Ethics Board shall have the power to administer oaths and compel the attendance of witnesses by issuing subpoenas as granted other boards and commissions.
- (h) Vote of the Ethics Board. The majority vote of the Ethics Board shall be required for any action taken by the Ethics Board.
- (i) Evidentiary standard. If the recommendation is that a violation of this division has occurred, the Ethics Board must be convinced by clear and convincing evidence that such violation occurred.

(j) Violations.

- (1) If the Ethics Board finds that a violation of this division has occurred, the Ethics Board shall report their findings in writing to the City Council, complainant, and accused, through the City Clerk, within ten working days after reaching a conclusion.
- (2) If the Ethics Board determines that an official or employee has violated any provision of this Code, the Ethics Board may, as part of its report to the City Council, make any of the following recommendations:
  - a. In case of an official who is an elected City Council Member, that City Council considers sanctioning, censuring or removing the person.
  - b. In the case of a citizen member or other elected or appointed City officer, that the City Council consider removing the person from the committee, board or office.
  - c. In the case of an employee, that the employee's appointing authority consider discipline up to and including discharge of the employee.
  - d. That the City Council consider imposing a civil forfeiture in an amount not exceeding \$1,000.00 for each offense.
- (3) If the Ethics Board finds that no violation has occurred, the Ethics Board shall notify the complainant, the accused, and City Clerk in writing within five working days.

(k) Penalties.

- (1) If the Ethics Board files a report with the City Council finding that an official or employee has violated the Ethics Code, such report shall be referred to the Judiciary and Administration Committee for a report. The Judiciary and Administration Committee may recommend to the City Council a penalty for the violation and/or recommendation that a hearing be held on the issue of the penalty. If a hearing is recommended by the Judiciary and Administration Committee, then the Mayor shall schedule a hearing before the City Council and cause notice to be mailed to the interested parties, including the person accused of the violation at least ten days prior to the date set for the hearing. At the hearing, the evidence in support of the penalty recommendations by the Ethics Board and/or Judiciary and Administration Committee shall be presented by the City Attorney or by a member of the City Attorney's staff. The accused, who may appear in person or who may be represented by an attorney, shall be entitled to present the City Council such evidence as may be relevant, competent and material in regard to the penalty for the violation.
- (2) Upon completion of the hearing or other proceeding by the City Council, judgment shall be entered by the City Council determining the penalty for violation of this division found by the Ethics Board and may include a recommendation of discipline of the person to the person's appointing authority up to and including discharge from employment or removal from office, in accordance with Wis. Stat. Ch. 17.

(3) Any person violating this division may be subject to a Class A forfeiture for each offense.

(Code 1980, § 2.48(G)(3)—(G)(12))

**Cross reference—** Class A forfeitures, § 1-7.

Sec. 2-131. - Standards of conduct.

- (a) There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics.
- (b) Accordingly, the provisions of the following sections of the Wisconsin Statutes are made a part of this division and shall apply to public officers and public employees whenever applicable, to-wit:

Wis. Stat. § 946.10 - Bribery of Public Officers and Employees

Wis. Stat. § 946.11 - Special Privileges from Public Utilities

Wis. Stat. § 946.12 - Misconduct in Public Office

Wis. Stat. § 946.13 - Private Interest in Public Contract Prohibited

(Code 1980, § 2.48(C))

Sec. 2-132. - Disclosures.

In addition to the foregoing statutory provisions, the following disclosure and related requirements are hereby established:

- (1) *Disclosure of interest in legislation.* To the extent that a member of the Common Council and any public officer or employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Council on any legislation before the Council, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such legislation.
- (2) *Disclosure of interest in other matters.* To the extent that a member of a board, commission or agency, and any other public officer or public employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in discussion or gives official opinion to any such board, commission or agency on any matter before it, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such matters.
- (3) *Confidential information.* No public officer or employee may intentionally use or disclose information gained in the course of or by reason of such public officer or employee's official position or activities in any way that could result in receipt of anything of value for such



person, or such person's immediate family as defined by Wis. Stat. § 19.42, or for any other person or organization, if the information has not been communicated to the public or is not public information.

- (4) *Special privileges.* No public officer or employee may use or attempt to use any public position to influence or gain unlawful benefits, advantages or privileges for the public officer or employee or others.
- (5) *Conduct after termination of employment.* No public officer or employee, after the termination of service or employment with the City, shall appear before any Board or Agency of the City of La Crosse in relation to any case, proceeding or application in which the public officer or employee personally participated during the period of service or employment, or which was under the public officer or employee's active consideration.

(Code 1980, § 2.48(D))

Sec. 2-133. - Gifts and gratuities.

- (a) No public officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity, or anything of value which the public officer or employee is not authorized to receive from any person, if such person:
  - (1) Has or is seeking to obtain contractual or other business or financial relationships with such public employee's employer or the governmental body of the public official;
  - (2) Conducts operations or activities which are regulated by such public employee's employer or the governmental body of a public official; or
  - (3) Has interests which may be substantially affected by such public employee's employer or the governmental body of the public official.

The receipt of any gift, gratuity, or anything of value as denoted in this subsection (a) is contrary to the public policy of the City of La Crosse.

- (b) The following is the policy to be followed in determining whether or not public officer or employees of the City of La Crosse may attend as a guest:
  - (1) It will be the choice of the official or employee to accept or not accept guest status when such individual is the primary speaker or on the program agenda as a participant in the program.
  - (2) It will be the choice of the official or employee to accept or not accept guest status when such individual is honored for distinguished service.
  - (3) It will be the choice of the official or employee to accept or not accept guest status when such individual attends functions in other capacities than that as an elected official or as an employee of the City.
  - (4)

It will be the choice of the official or employee to accept or not accept a meal at meetings which are instructional and job-related and, if the employee or official chooses to accept a meal, the cost of such should be submitted to the City of La Crosse for payment.

(Code 1980, § 2.48(E))

Secs. 2-134—2-164. - Reserved.