



January 6, 2017

Dear City Council Members, Planning Commission Members and City Staff,

Please see the attached plan for the proposed redevelopment of the “La Crosse Chamber of Commerce Site” at 707-721 La Crosse St. The site is located on the corner of 7th & La Crosse Streets, is approximately .7 acres in size and comprised of sandy loam.

We are very excited about this project for downtown La Crosse! Following up on our general plan approval, our final plan is to construct a Multifamily building with 29, high end apartments and a leasing office. It is our continued hope this project will further spur the renaissance we are watching in Downtown La Crosse. This project will provide the housing opportunities our market demands, in direct alignment with the City’s vision and plan.

We have met with the City of La Crosse Planning Department regarding this project. They are in full support as our proposal is in alignment with the City’s Long Term Comprehensive plan. The site is currently zoned “PDD General” from our preliminary plan approval. “PDD General” must be rezoned to “PDD Specific” in order to move forward with construction. Our “specific” plan is in alignment with our previous general rezoning approval. Our proposed design meets with the intent of the City of La Crosse Multifamily Housing Standards. We are asking for a few small waivers to the requirements, all of which are fully supported by the Planning Department and City Traffic Engineering. Those exceptions are outlined in the specific zoning request.

We have offered to purchase the property, contingent upon the proposed rezoning and redevelopment plan approval by the City of La Crosse. Under the current owner’s tenure, the structures on the property were razed and the site is “shovel ready”. Our proposed redevelopment would provide a substantial increase in Property Tax revenue, bringing the parcel to its “Highest and Best Use”. This project will likely cost in excess of two million dollars and we are hopeful for construction to commence in 2017.

In summary, we look forward to creating a new residential asset for the City of La Crosse. This location has wonderful proximity to both commercial and employment opportunities in the City, creating an excellent long term asset for the City of La Crosse. Our family is directly involved with the care and management of our rental property, we are not absentee landlords. We also believe in the growth of the City of La Crosse and we are willing to invest in its future! We hope you agree our proposal for redevelopment of this site would benefit the City of La Crosse. If you have questions and would like to talk about our proposal, I encourage you to reach out to me.

Most Sincerely,

Nicholas A. Roush
President
Roush Rentals
1522 Winnebago St.
La Crosse, WI 54601
(608) 498-3333

Petitioner: Nicholas A. Roush, 1522 Winnebago St. La Crosse, WI 54601

Legal Descriptions:

- Parcel: 7th St. Partial Vacation: 7th Street North Partial Vacation: A part of the NW ¼ of the SW ¼ of Section 32, Township 16 North, Range 7 West lying adjacent to Lots 1 and 2 in Block 11 of the Burns, Durand, Smith and Rublee's Addition to the City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: Beginning at the intersection of the North Right of Way line of La Crosse Street and the East Right of Way line of 7th Street, said point being the Southwest corner of Block 11 of said Burns, Durand, Smith and Rublee's Addition; thence N 36°56'28" W, 12.49' to the intersection of a line lying parallel and Westerly 7.5' of the West line of said Block 11 and a line lying parallel and Northerly 10' of the South line of said Block 11; thence N 0°02'37" W, 14.78' on said parallel line lying 7.5' West of Block 11 to the beginning of a curve; thence 62.58' along a curve to the left having a radius of 165.5' with the chord length of 62.20' which bears N 10°52'31" W; thence N 22°29'45" W, a distance of 32.15' more or less to the prolonged Westerly, North line of Lot 2, of said Block 11; thence along said prolonged line N 89°56'29" E, 31.47' more or less to the Northwest corner of said Lot 2; thence S 0°02'37" E, 115.58' more or less along the West line of Block 11 to the point of beginning. Drafted by: jmc 9/26/2016
- Parcel: 20145-30...707 La Crosse St.: T BURNS HS DURAND ST SMITH & FM RUBLEES ADDITION LOTS 1 & 2 BLOCK 11 EX E 45FT LOT SZ: 100.75X115.58
- Parcel: 20145-40...713 La Crosse St.: T BURNS HS DURAND ST SMITH & FM RUBLEES ADDITION E 45FT LOTS 1 & 2 BLOCK 11 & W1/2 VAC ALLEY ADJ ON E LN PER RESL DOC NO. 1458163
- Parcel: 20145-61...721 La Crosse St.: T BURNS HS DURAND ST SMITH & FM RUBLEES ADDITION LOTS 11 & 12 EX E 50FT BLOCK 11 & INCL E1/2 VAC ALLEY ADJ ON W LN PER RESL DOC NO. 1458163

Property is Presently Used For:

- The Property is currently vacant land, ready for redevelopment.
- All previous structures have been demolished.

Property is proposed to be used for:

- The proposed use of the property is to develop a new 29 unit "Multifamily Housing" building.
- We feel this location provides excellent accessibility to downtown La Crosse, making it financially viable and providing long term sustainability.

Proposed Rezoning is Necessary Because:

- Currently the property is zoned PDD General and must become PDD Specific to move forward with construction.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because:

- The proposed rezoning and development is in alignment with the City of La Crosse's Long Term Comprehensive Plan for this location.

- This project will provide a substantial gain in Property Tax revenue for the land parcel, aiding the City of La Crosse in the financial obligations of City services. Benefitting the neighborhood and the City. The project cost will likely be over two million dollars.
- Given the parcel's close proximity to commercial and employment opportunities, it should provide an excellent living opportunity within the City of La Crosse vs. the neighboring suburbs.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies because:

- The proposed project is in alignment with the City's Long Range Comprehensive Plan Goals as set forth by the La Crosse Planning Department.

"Specific" Planned Development District (PDD) Items

1. All Items Addresses In Submitted Site Plan
2. All Boundaries and Descriptions are above.
3. The Land Is Surrounded by
 - a. Commercial and Residential property on 3 sides and the La Crosse River Marsh to the North.
 - b. The property is on the Corner of La Crosse & 7th Streets.
4. Public and Private roads are shown on the Submitted Site Plan
5. All Buildings and Locations are detailed on the submitted Site Plan
6. All Facilities are detailed on the submitted Site Plan
7. All Signage is detailed on the submitted Site Plan
8. All Landscaping is detailed on the submitted Landscape & Lighting plan
9. All architectural plans are submitted
10. All utility locations are noted on the submitted Site Plan
11. All private utilities are noted on the submitted Site Plan
12. All Soils are noted on the Submitted Storm Water Control Plan
13. All topography is noted on the submitted Site Plan
14. Adjacent land uses are noted on the Submitted Site Plan – Existing Roads
15. Our plan is construct all buildings in a single phase
16. No Restrictive covenants as all property is retained by developer
17. Erosion Control plan is noted on the Submitted Site Plan
18. No additional conditions are noted

Item d "Additional Material"

1.
 - i. The development plans for (29) dwelling units, each with (2) bedrooms and a single leasing office. The site is .7 Acres in size. Density is 41.4 units per acre.
 - ii. City of La Crosse Ordinances and Multifamily Housing Standards addressing all site concerns have been addressed in the approved Multifamily Design Review process and the submitted plans.

Requested Exceptions to the City of La Crosse Multifamily housing standards

Overview: The City Planning Department and Traffic Engineering Department fully support the waivers we are requesting. Our current site plan is the result of multiple versions and meetings with the Planning Department to arrive at a design consistent with the City's vision for Downtown La Crosse. This design, with the building on the frontage and parking lots to the sides, is consistent with the City's design standards for Downtown La Crosse. The purpose of PDD zoning is to allow the City the flexibility to approve site specific plans, such as this project, and allow the necessary flexibility to rules and regulations. With regard to parking, the intent of the Multifamily Design standards is to maximize the off street parking and minimize the on street parking demand. Throughout our design process, literally dozens of parking lot configurations have been explored. This layout was chosen as it provides the maximum available off street parking. Any other alternative provides less parking, hurts the viability of the project and could increase the impact on adjacent properties. Granting these exceptions is in direct alignment with the intent of the ordinance, by allowing maximum off street parking.

Exceptions Details of Exceptions to Multifamily Housing Standards Requested:

1. Proposed portion of West parking lot is within the 5' setback from city property. (Parking is to be at least 5' setback from City right of way)
2. Proposed East parking lot is approximately 2' closer to La Crosse Street than the proposed building. (Parking is to be no closer to the road than the building).
3. The West Parking Lot is closer to 7th St. than the building. (Parking is to be no closer to the road than the building).
4. Some of our parking requirement is accommodated offsite at the Chamber of Commerce Lot through a 20 year lease agreement with the Chamber to fully meet the City parking standards.


Reasoning for each exception request:

1. The proposed West parking lot is within the 5' setback from city property because the city right way in this location contains no city sidewalk and none is planned. There will still be a 12' wide "green buffer" from 7th St. with our design. This usage of the parcel helps provide the maximum off street parking. Both City Planning and Traffic Engineering support this waiver.
2. Proposed East parking lot is approximately 2' closer to La Crosse St than the proposed building, once again in an effort to maximize the off street parking, helping eliminate the impact of this project on neighboring parking demand. Once the landscaping is in place, the difference in setback will be unnoticeable. Both City Planning and Traffic Engineering support this waiver.
3. The proposed West parking lot must front 7th street in order to have driveway access from 7th. Both City Planning and Traffic Engineering support this waiver.
4. In order to maximize density and tax base, we must accommodate some of our parking requirement offsite. Our plan as designed requires 59 total parking spaces. We are exceeding the Multifamily housing standards by accommodating 62 total spaces. 32 spaces on site and an additional 30 spaces off site at the Chamber of Commerce building right next door. We have a 20 year lease agreement for parking with the Chamber. This arrangement for offsite parking is very similar to the agreement reached for the recently constructed Aguilera project. Both City Planning and Traffic Engineering support this waiver.



November 28, 2016

TO: La Crosse City Plan Commission & La Crosse City Council

FROM: Vicki Markussen, Executive Director 

RE: SUPPORT OF AMENDMENT TO ZONING RESTRICTION

The La Crosse Chamber of Commerce, as current owners of the property being rezoned, on behalf of our potential purchaser, Nicholas Roush, **supports the rezoning of 707, 713 and 721 La Crosse Streets.**

The Chamber believes Roush's plans are one of the best uses for this property and meets the needs of the growing young professionals housing stock we continue to hear is needed in the area.

We look forward to the Commission and Council passing this request.

PARKING LEASE

This PARKING LEASE ("Lease") is entered into this 6th day of January, 2017 ("Effective Date"), by and between **Greater La Crosse Chamber of Commerce, Inc.** ("Lessor") and **DNC Holdings, LLC d/b/a Roush Rentals** ("Lessee").

RECITALS

A. Lessor is the owner of that certain improved real estate located at 601 7th Street N., La Crosse, Wisconsin the legal description of which is set forth on Exhibit 1, which is attached hereto and made a part hereof by reference ("Real Estate").

B. DNC is the owner and developer of a residential rental facility located at 707-721 La Crosse Street, La Crosse, Wisconsin ("Apartment Complex").

C. Lessor intends to Lease to Lessee up to thirty (30) parking spaces, located on the Real Estate for the benefit of the tenants at Lessee's Apartment Complex, pursuant to the terms and conditions set forth herein.

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

1. LEASED PARKING SPACES. Subject to the terms and conditions set forth herein, Lessee shall have a nonexclusive right to lease up to thirty (30) designated parking spaces in Parking Lot 1 located on the Real Estate (referred to herein individually as "Parking Space" and collectively as "Parking Spaces") for parking for Lessee's tenants at the Apartment Complex. The designated location of the Parking Spaces will be allocated at the time permits are required, but will be within the area marked in Exhibit 2 which is attached hereto.

2. PERMITS FOR PARKING SPACES. In the event Lessee desires to lease a Parking Space from Lessor, then Lessee shall request a permit from the Lessor for the designated Parking Space. Upon issuing of the permit for that Parking Space, the Lessee shall provide Lessor with the contact and vehicle information for the tenant at the Apartment Complex that will be using the Parking Space, along with a copy of the User Agreement (in the form attached hereto as Exhibit 3) signed by the tenant using the permitted Parking Space. Lessee, its tenants and employees, shall be prohibited from using any Parking Spaces that have not been issued a permit by the Lessor.

3. USE OF PARKING SPACES. Lessor, its guests, tenants, and employees, shall have the right to use and lease to third parties any of the Parking Spaces in which a permit has not been issued to Lessee by Lessor. Lessor is free to exercise its rights of enforcement and ticket/tow, should unpermitted vehicles be parked in the parking lot and/or rules and regulations set for in the User Agreement is not complied with by Lessee's tenants. All reasonable efforts shall be made by Lessor to notify Lessee of a need to vacate so that permitted users may comply in a timely fashion. Lessor shall be responsible for maintaining and keeping the Parking Spaces in good condition and repair, including, but not limited to, removal of snow, ice and debris. In the event Lessor needs all vehicles temporarily removed from the Parking Lot for the purposes of snow removal or repairs, then Lessor shall notify Lessee of the same and Lessee shall then notify tenants or employees to remove the vehicles from the Parking Lot. Lessee shall not commit, or allow to be committed, any waste on the Parking Spaces or allow the use of the Parking Spaces for any unlawful purpose. Lessor shall have the sole right to establish

and enforce rules and regulations, provided, however, that Lessor provides Lessee with rules and regulations in written form prior to the effective date that the rules and regulations. A violation of the regulations by Lessee or Lessee's tenants and employees shall be deemed a default under this Lease, provided, however, Lessee shall not be in default under this Lease until Lessor complies with the terms of Paragraph 9 of this Lease.

4. TERM. The Lease shall commence on the date in which Lessee purchases the property located at 707-721 La Crosse Street, La Crosse, Wisconsin ("Commencement Date") and shall terminate twenty (20) years from the commencement date ("Term"). Upon expiration of the Term, this Lease will continue on a month-to-month basis unless either party gives the other party thirty (30) days advanced written notice of termination of this Lease. This Lease shall automatically terminate thirty (30) days after the date on which Lessor sells the Real Estate, provided that Lessor provides at least thirty (30) days prior written notice to Lessee of said sale of the Real Estate. For the purposes of this Lease, a "Sale" shall occur as of the date on which the Seller transfers legal title to the Real Estate to an unrelated buyer. In such event, Lessor will give Lessee a copy of the accepted offer, the notice of termination of this Lease, and this Lease shall automatically terminate thirty (30) days after the date the Lessee receives the accepted offer and notice of termination.

5. RENT. Lessee shall pay Lessor monthly rent for each Parking Space that is issued a permit in the amount of \$37.50 per space ("Rent"). All Rent permitted Parking Spaces in previous month shall be paid by Lessee to Lessor on or before the 5th day of the succeeding month throughout the Term. If the Term of this Lease shall not begin on the first day of a month, then the monthly rent payable for such month shall be adjusted pro-rata to reflect the number of days in the first partial month. Lessee shall be responsible for collecting the monthly Rent from its employees and tenants. All rental payments shall be sent by Lessee to Lessor at 601 7th Street N., La Crosse, Wisconsin, unless Lessor notifies Lessee, in writing, of a different address for the payment of rent. Lessee shall provide Lessor with a monthly accounting of the permits issued and monthly rents that have been collected by Lessee.

6. ADJUSTMENT TO RENT. Rent shall increase annually during the Term of this Lease by 4.00%, with the first increase beginning on first anniversary of the Commencement Date and continuing in the same manner each year thereafter. The annual increase in Rent shall be applicable regardless of whether permits have been issued for a Parking Space. *(Example: The Commencement Date is February 1, 2017. The monthly Rent for each Parking Space for February 1, 2017 through January 31, 2018 is \$37.50 per month. The monthly Rent for each Parking Space for February 1, 2018 through January 31, 2019 is \$39.00 per month. The monthly Rent for each Parking Space for February 1, 2019 through January 31, 2020 is \$40.56 per month)*

7. INSURANCE. In the event that both Lessor and Lessee obtain liability insurance on the or the Leased Spaces, nothing in this Lease shall be construed to authorize or permit any insurer of Lessor or Lessee to be subrogated to any right of Lessor or Lessee against the other party arising under this Lease. Lessor and Lessee each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease. Lessor and Lessee shall each obtain appropriate waivers of subrogation from their respective insurance carriers giving effect this paragraph. Lessee shall name Lessor as additional insured for the uses of the parking lot as defined in this lease. Lessee shall provide proof of insurance, listing the Lessor as additional insured.

8. INDEMNIFICATION. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee, Lessee's employees or tenants, or by any person who may at any time be using or occupying the Parking Lot or Parking Spaces, unless such

loss or damage is caused by the negligent or intentional act of Lessor, its agents or employees. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, damages, and liability for any injuries or damages to persons or property arising from or relating to the Lessee, its employees or tenants use of the Parking Spaces and Parking Lot, unless such damages or injuries are caused by the intentional acts or negligence of the Lessor.

9. DEFAULT. In the event the Lessee defaults in the payment of the Rent or in the performance of any other obligation contained herein and if such default continues for thirty (30) days after Lessee receives written notice specifying the default from Lessor, then Lessor shall have the right to terminate this Lease and take possession of the Parking Spaces.

10. ASSIGNMENT. Neither party shall have the right assign all or part of this Lease or sublet the Parking Spaces without the prior written consent of the other party hereto.

11. BINDING EFFECT. The obligations and rights under this Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12. ENTIRE AGREEMENT. This Lease constitutes the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party hereto.

13. NOTICES. All notices required to be given by either party under this Lease shall be mailed via certified mail to the addresses set forth below:

LESSOR: La Crosse Area Chamber of Commerce
701 7th Street N.
La Crosse, WI 54601

LESSEE: DNC Holdings, LLC
c/o Nicholas Roush
1522 Winnebago Street
La Crosse, WI 54601

14. GOVERNING LAW/SEVERABILITY. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. If any terms or provisions in this Lease are deemed invalid or unenforceable, then the remaining terms or provisions shall not be affected thereby and all other terms and provisions contained herein shall remain in full force and effect.

15. COUNTERPARTS. This Lease shall be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

16. RECORDING OF LEASE. This Lease shall not be recorded without the written approval of both parties hereto.

17. AUTHORITY. The representative of Lessor and the member of Lessee who are executing and attesting to this Lease hereby represent and warrant that they have full power, authority and right to

execute this Lease and the representative and member represent and warrant that the execution and delivery of this Lease have been duly authorized by the Chamber and by the members of Lessee and the execution of this Lease by such representative and Member is sufficient and legally binding on Lessor and Lessee without the joinder or approval of any other party.

IN WITNESS WHEREOF, this Lease is hereby executed and is effective on the date set forth below.

Greater La Crosse Chamber of Commerce, Inc.
("Lessor")



By: Vicki Markussen
Title: Executive Director

DNC Holdings, LLC d/b/a Roush Rentals
("Lessee")



By: Nick Roush
Title: Member

Exhibit 1: Address and Legal Description of Lessors Property

Address Defined as of 12-23-16: 601 7th St. No. La Crosse St., La Crosse, WI 54601

Legal Description: CERTIFIED SURVEY MAP NO. 78 VOL 6 LOTS 1 & 2 & OUTLOT 1 LOT SZ: 72160 SF

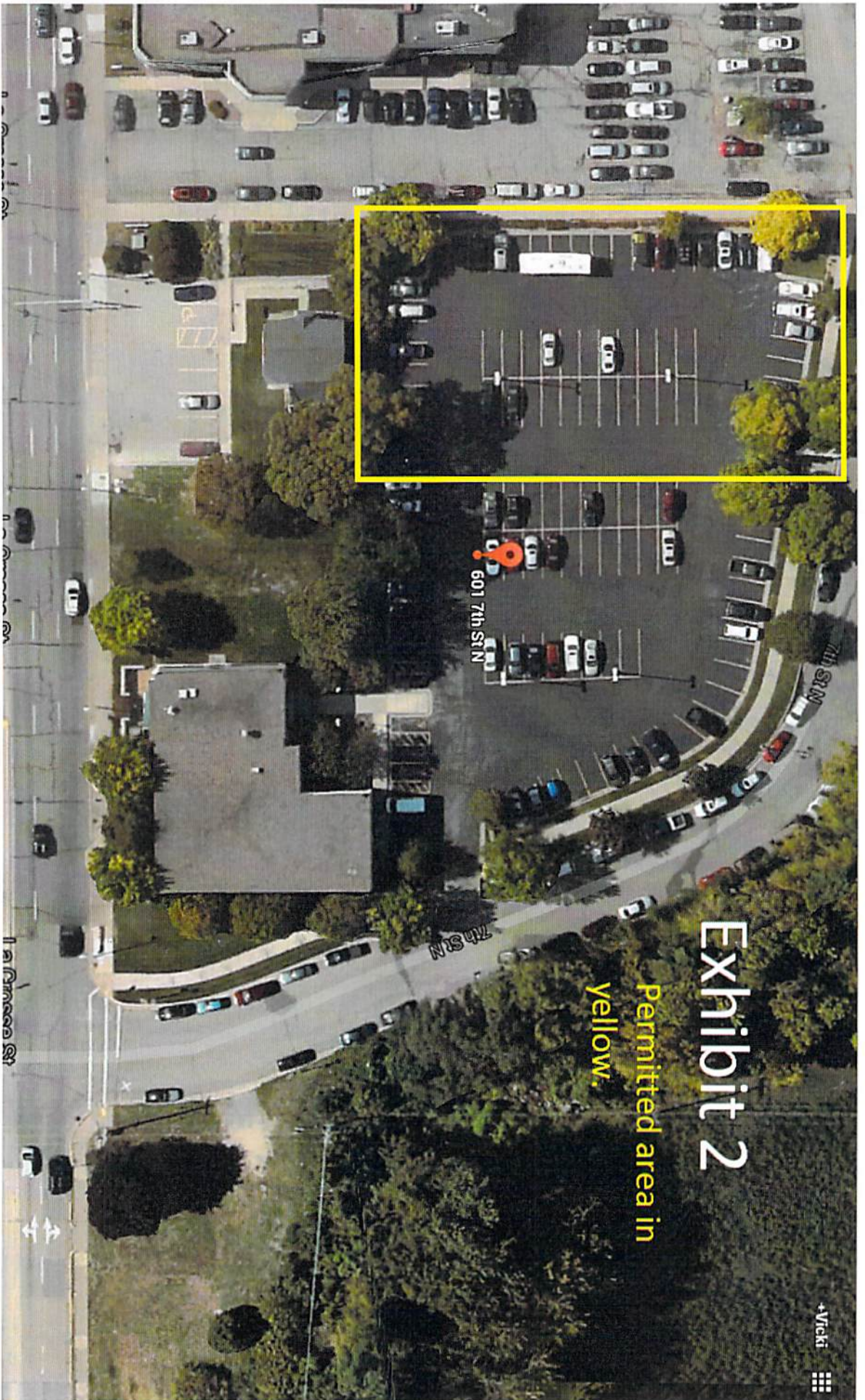


Exhibit 2

Permitted area in yellow.