

City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

Meeting Agenda - Final

Redevelopment Authority

Thursday, July 24, 2025 4:00 PM Council Chambers

The meeting is conducted in person and virtually via the links below. To join the meeting click this link (or typing the URL in your web browser address bar):

https://cityoflacrosse-org.zoom.us/j/86856083204?pwd=SHdPbGJuaFRUdUF6d3puRk4zZVN0QT09 Meeting ID: 868 5608 3204; Passcode: RDA23; Dial by your location: +1-646-558-8656

If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in.

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

Call to Order

Roll Call

Approval of Minutes from the July 2nd, 2025 meeting.

Agenda Items:

<u>24-1295</u>	Monthly update from Project Manager on River Point District.				
	Attachments: July 2025-Reduced2.pdf				
<u>25-0742</u>	Update from 360 Real Estate Solutions on plans for 7 Copeland Ave.				
	Attachments: 6.16.25 Update 7 Copeland.docx				
	2025-08-15 30389 7 Copeland Architecture Exhibits.pdf				
	2025-08-15 30389 7 Copeland Site Plan Exhibits.pdf				
<u>25-0776</u>	Monthly Financial Update of the Redevelopment Authority for July 2025.				
	Attachments: July Financials.pdf				
<u>25-0834</u>	Progress update from F Street.				
<u>25-0835</u>	Progress update from RyKey Properties.				

<u>25-0836</u>	Progress update from Roush Rentals.				
<u>25-0833</u>	Annual Development Agreement Compliance Report and Determination: The Driftless Apartments, The Lofts, Riverside Center, & War Eagle. <u>Attachments:</u> <u>Driftless Apartments & Townhomes</u> <u>The Lofts</u>				
	Riverside Center War Eagle				
<u>25-0837</u>	Request for Expressions of Interest on Redevelopment Authority held lands not having options. <u>Attachments:</u> RFEI July-2025 Reduced.pdf				
<u>25-0838</u>	Consideration and possible action on Option to Purchase Agreement Extension with Roush Rentals on Lot 1 and 2. (Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)				
	Attachments: Lot 1 and 2 Third Extension Draft.pdf				
<u>25-0725</u>	Consideration and possible action on Preliminary Term Sheet for public assistance to RyKey Properties for the Gateway Commons project, a mixed used development located on Lot 9 in the River Point District. (Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committee and/or Council may reconvene in open session.)				
<u>25-0732</u>	Consideration and possible action on Planning Option Agreement for Lot 6 with F Street.(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.) Attachments: Planning Option Agreement Lot 6 Extension with Non Exclusive Language.pdf				
	Planning Option Agreement Lot 6- 9 Month Extension.pdf				
<u>25-0839</u>	Consideration and possible action on Option to Purchase Agreement Extension with RyKey for Lot 9.(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the				

Adjournment

Committees and/or Council may reconvene in open session.)

<u>Attachments:</u> RyKey Fourth Extension-Lot 9 Draft.pdf

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

NOTICE TO PERSONS WITH A DISABILITY

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

Redevelopment Authority Members: Adam Hatfield, Barb Janssen, Julie Henline, Gus Fimple, Karen Dunn, Michael Sigman, Ed Przytarski



City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-1295

Agenda Date: 9/26/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: Status Update

Agenda Number:





War Eagle 5th Floor Framed, RyKey's Lot 8 Lofts at River Point District, Elevator Column

River Point District

Project Management Report-July, 2025

JBG Planning LLC

Contents

Project Management Update-July, 2025

Section 1.

A. Monthly activity summary divided into categories; public infrastructure, investor/developer activity, partnerships activity, financial highlights, design or PDD reviews

Section 2.

- A. Analysis of challenges and opportunities narrative
- B. Future/existing potential funding solutions and strategies
- C. Partnership solutions and strategies
- D. Ongoing investor/developer contacts/communications
- E. Public/media relations and communications updates
- F. Map panel showing investor activity and Architectural Imagery

Section 3.

A. Map Panel showing future infrastructure phasing and project schedules

Section 4.

A. Metrics tracking and project impact per phase/project

Monthly Construction Activity Summary

- Site is finished, final punch list underway
- Seeding completed on RDA outlots



Monthly Activity Summary

Investor/developer activity Since last RDA Meeting:

- 1. Coordination with RyKey on Lot 9 Early Access Agreement and TIF application
- 3. Coordination with 360 Real Estate on 2025 Schedule-Moved to Fall
- 3. Coordination with Roush on 2025 Schedules and TIF application on Lot 11
- 4. Contact with F Street on revised plans (June meeting)-Consideration of garden apartment concepts and expiring option
- 5. Coordination on commercial tenant prospects with developers
- 6. Coordination on Renter Equity programs
- 7. Contact with interested developer teams
- 8. Coordination on paver surplus with developers

Option Agreement status:

RyKey Lot 8 Sold

RyKey: -Extension approved for Lot 9 Gateway Commons for 12 months to July, 2025.

360: April 27-April 27, 2024 (12 months)-Approved a 12 month extension to August, 2025

F Street, 5th Extension approved to June 26, 2025-anticipate Spring construction commencement.

MSP, Sold and Completed (Ribbon Cutting Spring of 2025)

Red Earth/War Eagle: Closed and under construction

Red Earth, Lots 3 and 4 and 5: 12 month extension approved to September 26, 2025

Roush, Lot 1 and 2 Option Extended to July, 2025

Roush, April 25-October 2025 6 month first option on Lots 11 and 12

Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Fielding inquiries from interested investors and future residents
- Field progress photography
- Construction meetings with contractors and construction managers
- Telephone Inquiries from developer/investors
- Ongoing communications with new investor on Outlot 1 opportunity-Refinements for possible second round RFEI's
- Updating Smartsheet database on construction schedules
- Coordination on landscape maintenance contract
- Scheduled meeting with the La Crosse Area Builders Association this summer

Project Challenges and Opportunities

Analysis of challenges and opportunities narrative Challenges:

- 1. Review with City Engineering/Public Works the implications of infrastructure ownership by the Redevelopment Authority short and long term
- 2. Unclassified excavation (contaminated soil) is always a potential cost challenge. Soil disposal costs \$75/cy at the La Crosse County Landfill. (Depending on concentration) and organics affecting the costs of footings/piers.
- 3. Anticipate the investment in the relocation and costs of the large electrical distribution line along the Black River frontage.
- 4. TIF application review and needs relative to city policy
- 5. Timing of projects given external factors such as financial, agency/environmental and supply chain issues including national economic policy impacts
- 6. Long Term Landscape Maintenance-Contract Complete
- 7. Temporary Seed Cover installed on RDA outlots

Opportunities:

- 8. Continue to market the development opportunities -Outlot 1assembly, parcels 1
- 9. Costs of parks/recreation improvements should be coordinated with grant application opportunities
- 10.La Crosse Community Foundation Social Investment Interests
- 11. Potential for renter equity programs
- 12. Ground lease opportunities for RDA (to be discussed on case by case basis)
- 13. Public Private partnerships for Public Parking and/or programmable interior/exterior community spaces
- 14. Marina partners/leases
- 15. Discuss maintenance strategies to keep RPD looking good and possible future NID transition-Possible tie to the marina/slips maintenance program

Future/existing potential funding solutions and strategies. See

Smartsheet Funding Resource. Note: As the project is further evaluated, specific funding sources from this resource will be identified and pursued at the discretion of the RDA. Parks and Recreation improvements are a great candidate for third party funding.

Ongoing investor/developer contacts/communications

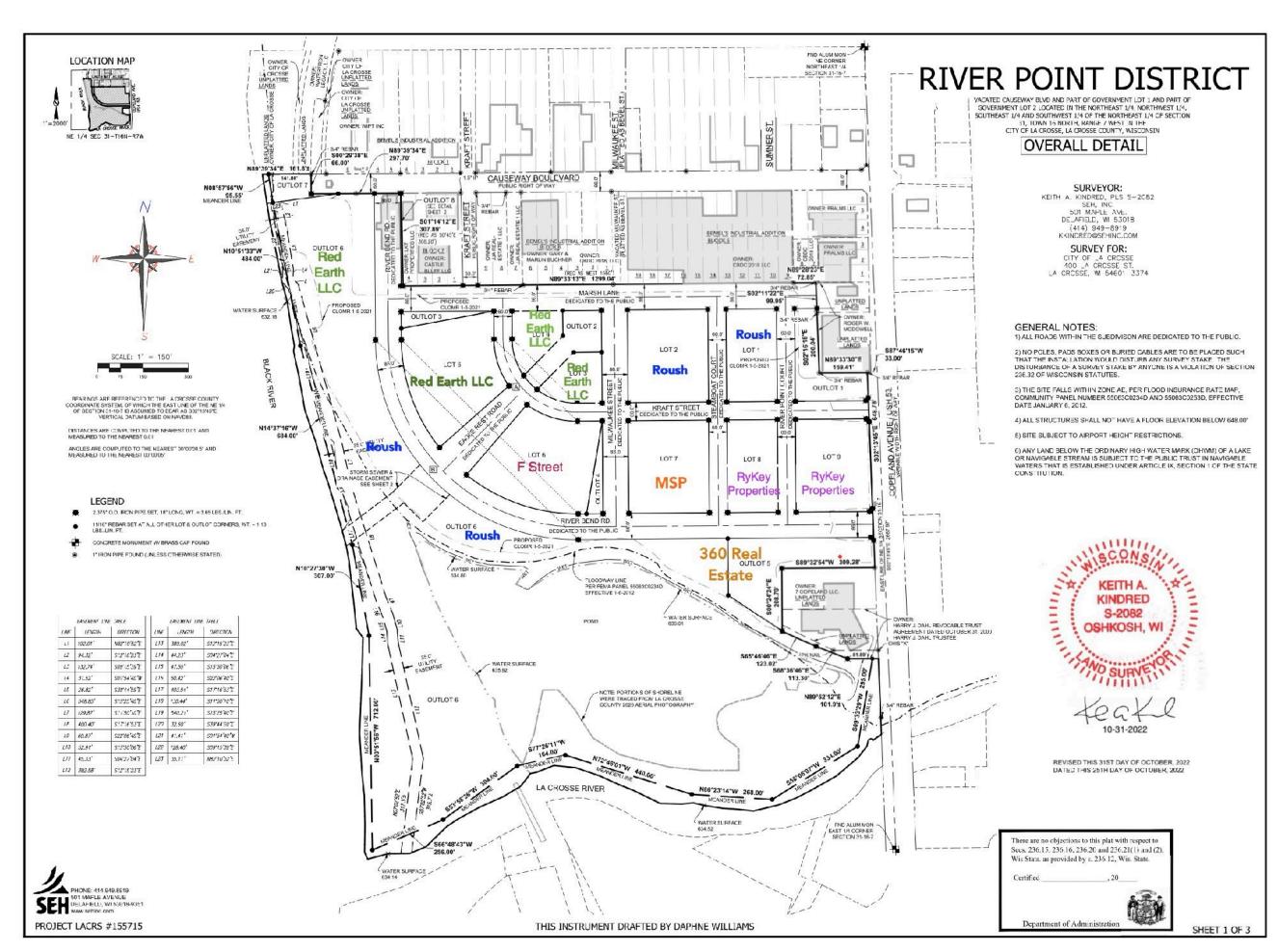
Meetings with both currently engaged investors and prospective investors are underway by JBG Planning LLC. Since some of these meetings involved RDA negotiations, communications on these meetings will need to be handled in closed session.

Public/media relations and communications updates

JBG Planning LLC is working with the City's PIO to address media inquiries and update media, which will include an immediate release section in each RDA report.

Investment Phases Map

Anticipated Private Investment Based on Current Option Agreements



Current Option Agreement Schedules:

Option Agreement status:

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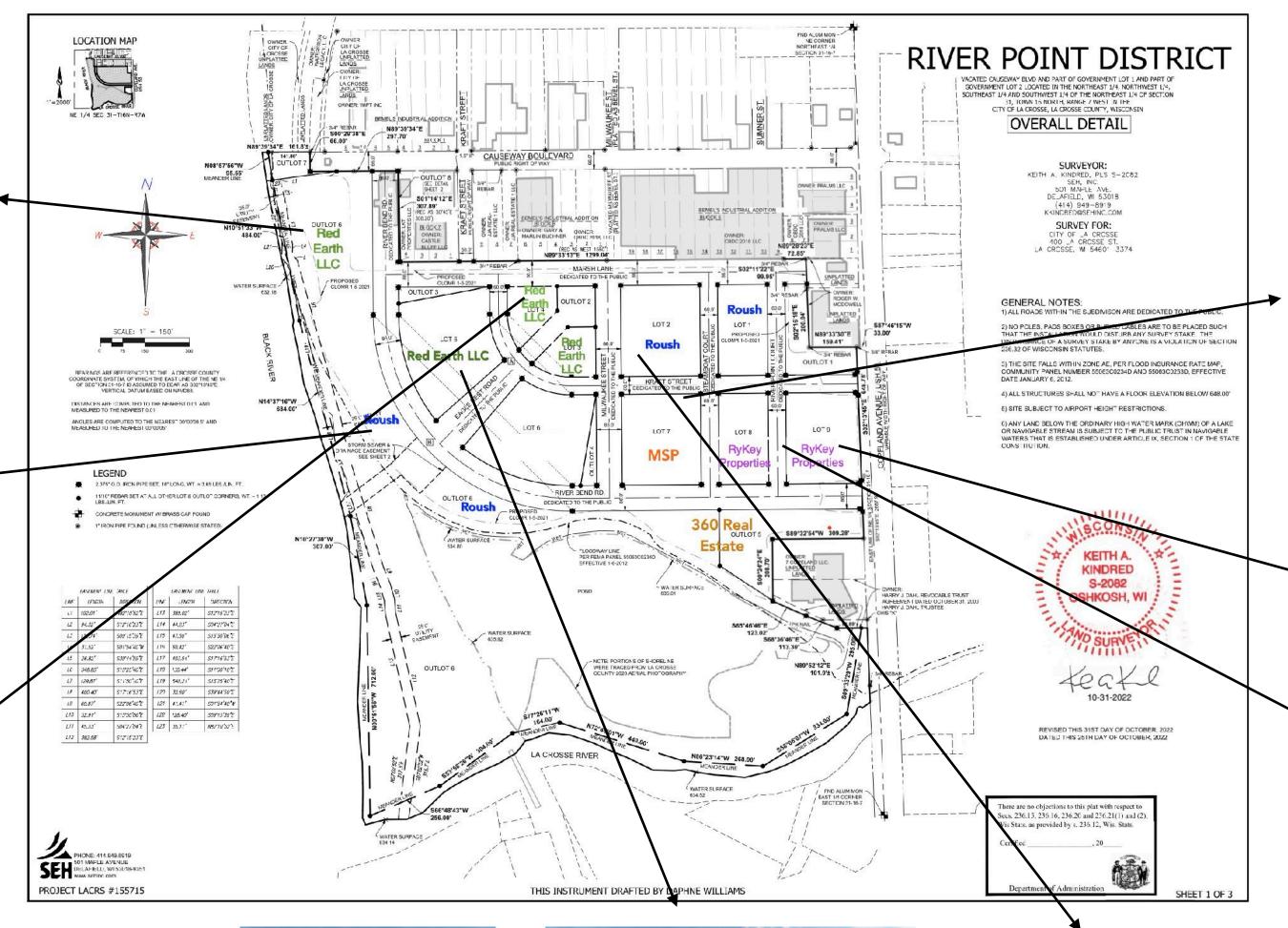
11 and 12

Investment Character Reference-Current Options























2025 Housing and Space Proposed

River Point District, 2025

Housing Proposed by Parcel

Lot 8, RyKey Development:

52-1 bdrm 4-2 bdrm 56 Units

Lot 1 and 2-Roush

200 UNITS (ESTIMATED)
Undetermined Mix

Lot 3 and Lot 4, Red Earth LLC

18 Townhouse Condominium Units All 3 bdrm units

LOT 5, Red Earth LLC

206 UNITS 16-Studio 36-1 bdrm 8-1 bdrm + den 32-2 bdrm 8 3 bdrm

LOT 6, F Street

164 UNITS + Commercial Space

LOT 7, MSP

- 68 1-BEDROOM UNITS
- 32 2-BEDROOM UNITS
- 100 UNITS TOTAL TOWNHOUSES:
- 20 3-BEDROOM UNITS

Total: 120 UNITS TOTAL ON SITE.

LOT 9, RyKey Development

151 Units+ Commercial Space 123-1 bdrm and studio 20-2 bdrm 8-3 bdrm

LOT 10 War Eagle LLC

59 UNITS + 12K Commercial Space 22-1 Bdrm 6-1bdrm + den 11-2 bdrm 12-3bdrm

LOT 11, Roush

60 Units+6K Commercial Space 60-1 bdrm

LOT 12 Roush

36 Units+ 12K Commercial Space 36-1 bdrm

LOT 13 360 Real Estate

21 Units
21 studio units+ 12K Commercial Space

Outlot 5 360 Real Estate

92 Units 36 1 bdrm 28 2bdrm 28 Studio

Total Housing Units Proposed as of 02/29/2025

1,183 Units

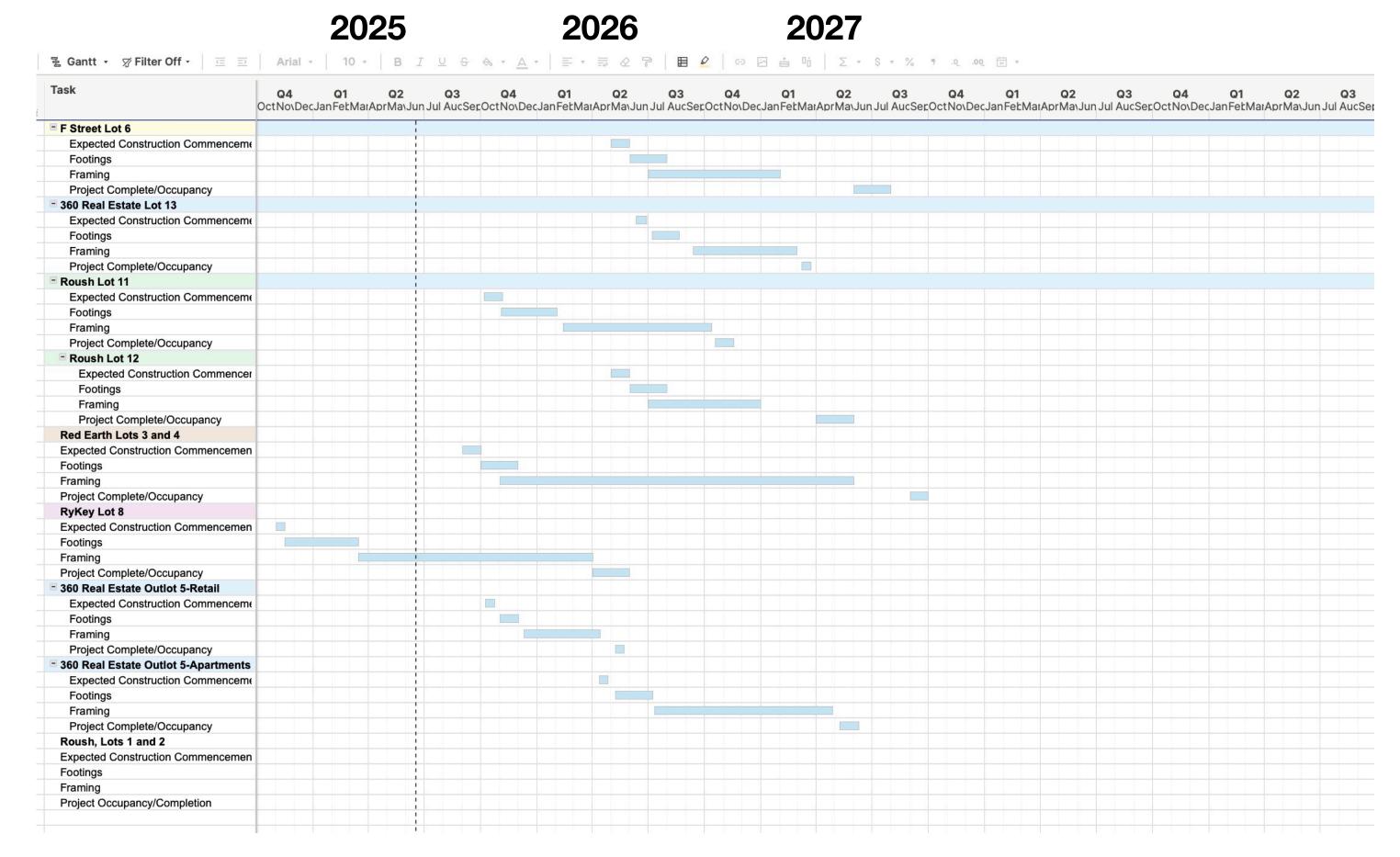
Commercial Space Proposed

While we have some preliminary numbers on the mixed use buildings, the

Square footages for commercial space are somewhat variable as developers negotiatew with potential tenants for build-to-suit RIVER POINT space

2025-2026 Anticipated Development Schedule

Units Coming Online by Month and Year



Occupancy Date	Project	Lot #	Units	Total Units By Year 2024: 120 Units	
12-2024	MSP Driftless Apartments	7	120 Total: - 68 1-BEDROOM UNITS - 32 2-BEDROOM UNITS		
Spring 2027	360 Real Estate	Lot 13	21 Units 21 studio units+ 12K Commercial Space	2025: 21 Units	
October, 2027	Red Earth Condominiums	Lots 3 and 4	18 Townhouse Condominium Units All 3 bdrm units		
06/2026	RyKey The Lofts at River Point	Lot 8	59 Units 56-1 bdrm 3-2 bdrm		
06/2026	360 Real Estate	Outlot 5	92 Units 36 1 bdrm 28 2bdrm		
11/2026	Roush	Lot 11	60 Units+6K Commercial Space 60-1 bdrm		
07/2027	Roush	Lot 12	36 Units+ 12K Commercial Space 36-1 bdrm		
07/2026	F Street	Lot 7	164 UNITS + Commercial Space	2026: 411 Units + 18 Condominiums	
08/2027	RyKey	Lot 9	159 Units+ Commercial Space 126-1 bdrm and studio		
09/2027	Roush	Lot 1 and 2	200 UNITS (ESTIMATED) Undetermined Mix		
09/2027	Red Earth	Lot 5	206 UNITS 16-Studio 36-1 bdrm	2027: 565 Units	
N/A	Undetermined	Outlot 1/ McDowell	Undetermined		
				1,135	



Project Metrics

Social, Environmental, Economic and Cultural Outcomes by Project

JBG Planning LLC has developed a tool to assist the RDA in it's decision making process for both public and private investment within the development. This tool provides guidance on quantifying project impacts using social, environmental, economic and cultural metrics.

See the Smartsheet tool.

Here are some examples of Metrics outlined by various developers proposing investment in River Point District:

1. How does the project relate to social investment in the City

The Merge River Point District development project meets several social sustainable performance indicators. The project will be a short walking distance of public parks, multiple greenspace areas, opportunities for water recreation, and will provide easy accessibility to the public recreation trail system. Throughout the River Point District bike lanes are included on the master plan which will serve as additional pathways to the above listed destinations. A designated tenant fitness area within the project which is currently a planned amenity. Lastly, the main level commercial space will allow for a multiple to socially beneficial businesses a place to operate.

2. How does the project achieve economic investment in the City

The Merge River Point District development project will increase the number of rentable units available to new and current residents of La Crosse. The project would have a direct positive effect on the jobs to housing ratio. Additionally, the ground floor commercial spaces will add locations for new or relocating businesses. The adding of jobs and housing will only benefit the future economic growth of La Crosse. Lastly, All Merge projects strive to provide high speed internet access to all tenants by partnering with local ISP providers.

3. How the project achieve environmental metrics in the City

All planned construction will meet and exceed minimum energy efficiency standards. Merge partners with 3rd pattern consultants to use Focus On Energy initiatives to ensure the highest level of building efficiencies. These upgrades in building insulation modeling, appliances, and mechanical systems all work cohesively to lower energy consumption and lower tenant utility costs. The development will incorporate mindful planning for stormwater runoff. Additional onsite detention and green spaces help alleviate the burden of added non-permeable surfaces. Adding new housing opportunities closer to residents' employment will allow for a reduction in greenhouse emissions.

4. Are there cultural offerings or metrics associated with the project?

The commercial space would be available to any and all potential businesses. These could include cultural focused companies that could provide additional services to the area.

For Immediate Release

1. Progress, July, 2025



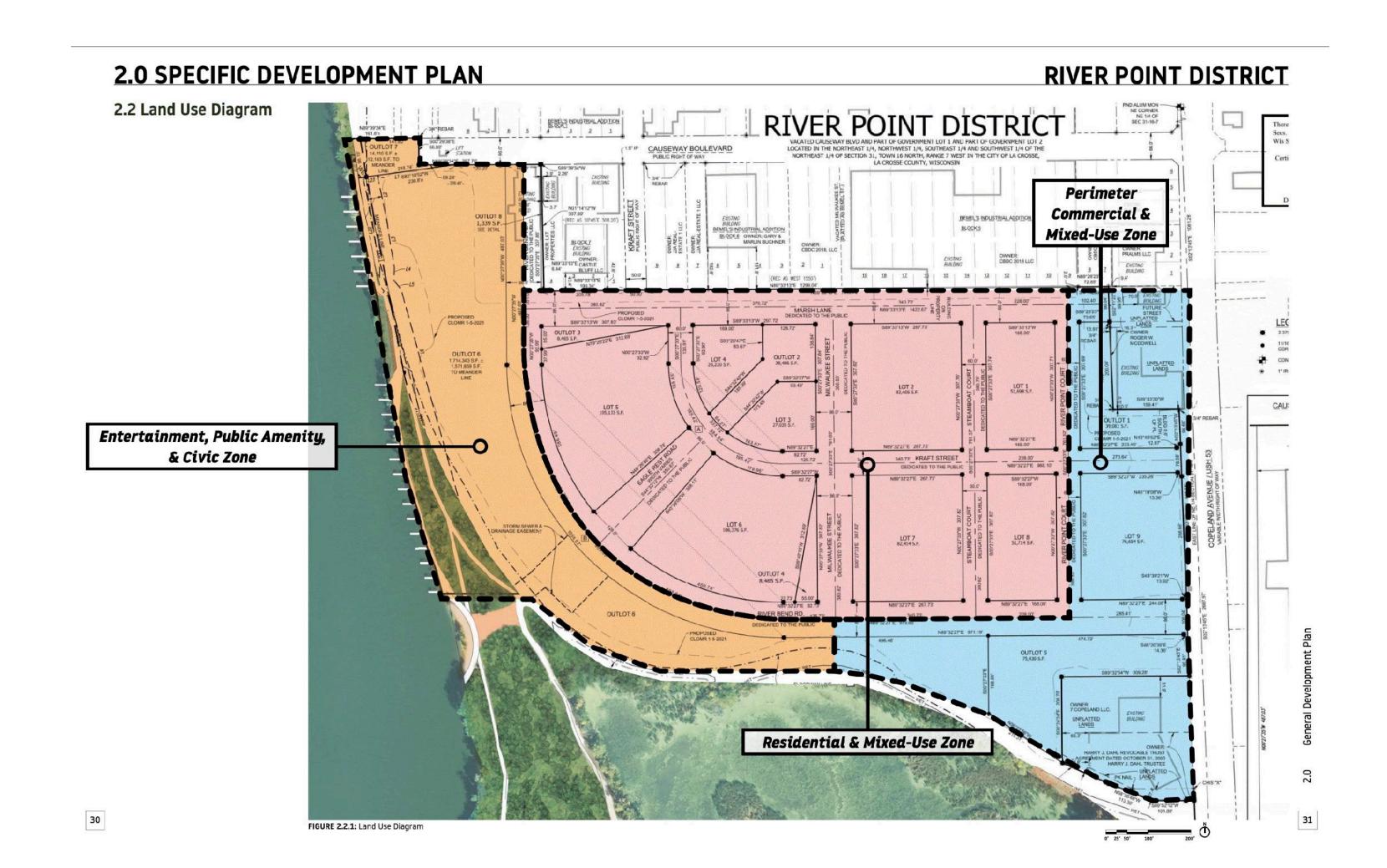




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Appendix

PDD General Land Use Map-Newly Revised





Appendix

PDD General Land Use Map-Newly Revised

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

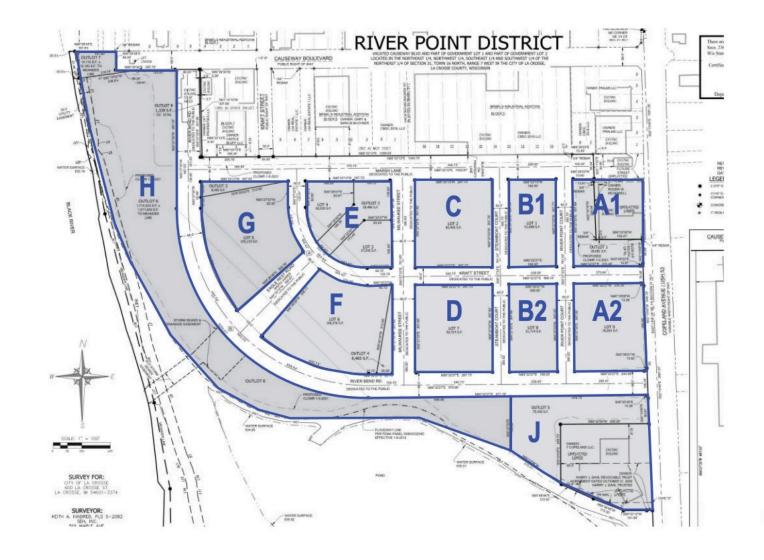
2.3 Development Summary

The development summary below outlines the approximate lot sizes, possible parking estimates, and potential building uses based on the conceptual masterplan illustrated in this PDD document. The below table in no way limits the use or size of individual buildings within the masterplan.

TABLE 2.3.1: Development Summary

Lot or Outlot	Approximate Square Footage	Approximate Acreage	Description			
ZONE A1 - Per	imeter Commercia	l & Mixed-Us	se Zone			
OUTLOT 1	39,081	0.90	Zone A1 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone A1 shall be a minimum of 2 stories.			
ZONE A2 - Per	imeter Commercia	l & Mixed-Us	se Zone			
LOT 9	76654	1.76	Zone A2 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone A2 shall be a minimum of 2 stories.			
ZONE B1 - Res	idential & Mixed U	se Zone				
LOT 1	51,698	1.19				
ZONE B2 - Res	idential & Mixed U	se Zone				
LOT 8	51,714	1.19				
ZONE C - Resi	dential & Mixed Us	e Zone				
LOT 2	82405	1.89				
ZONE D - Resi	dential & Mixed Us	e Zone				
LOT 7	82414	1.89				
ZONE E - Resi	dential & Mixed Us	e Zone				
OUTLOT 2	28486	0.65				
LOT 3	27035	0.62				
LOT 4	26220	0.60				
ZONE F - Resid	dential & Mixed Us	e Zone				
LOT 6	106376	2.44				
OUTLOT 4	8465	0.19				
ZONE G - Resi	dential & Mixed Us	e Zone				
LOT 5	105133	2.41				
OUTLOT 3	8465	0.19				
ZONE H - Ente	rtainment, Public <i>I</i>	Amenity, & C	ivic Zone			
OUTLOT 6	1714343	39.36	Entertainment, Public Amenity, & Civic. Mixed Use opportunities. Multi			
OUTLOT 7	14110	0.32	family residential above retail.			
ZONE J - Perin	neter Commercial	& Mixed-Use	Zone			
OUTLOT 5	75430	1.73	Zone J allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone J shall be a minimum of 2 stories.			
TOTAL		57.35				

FIGURE 2.3.2: Site plan with labeled zones corresponding to the development summary.



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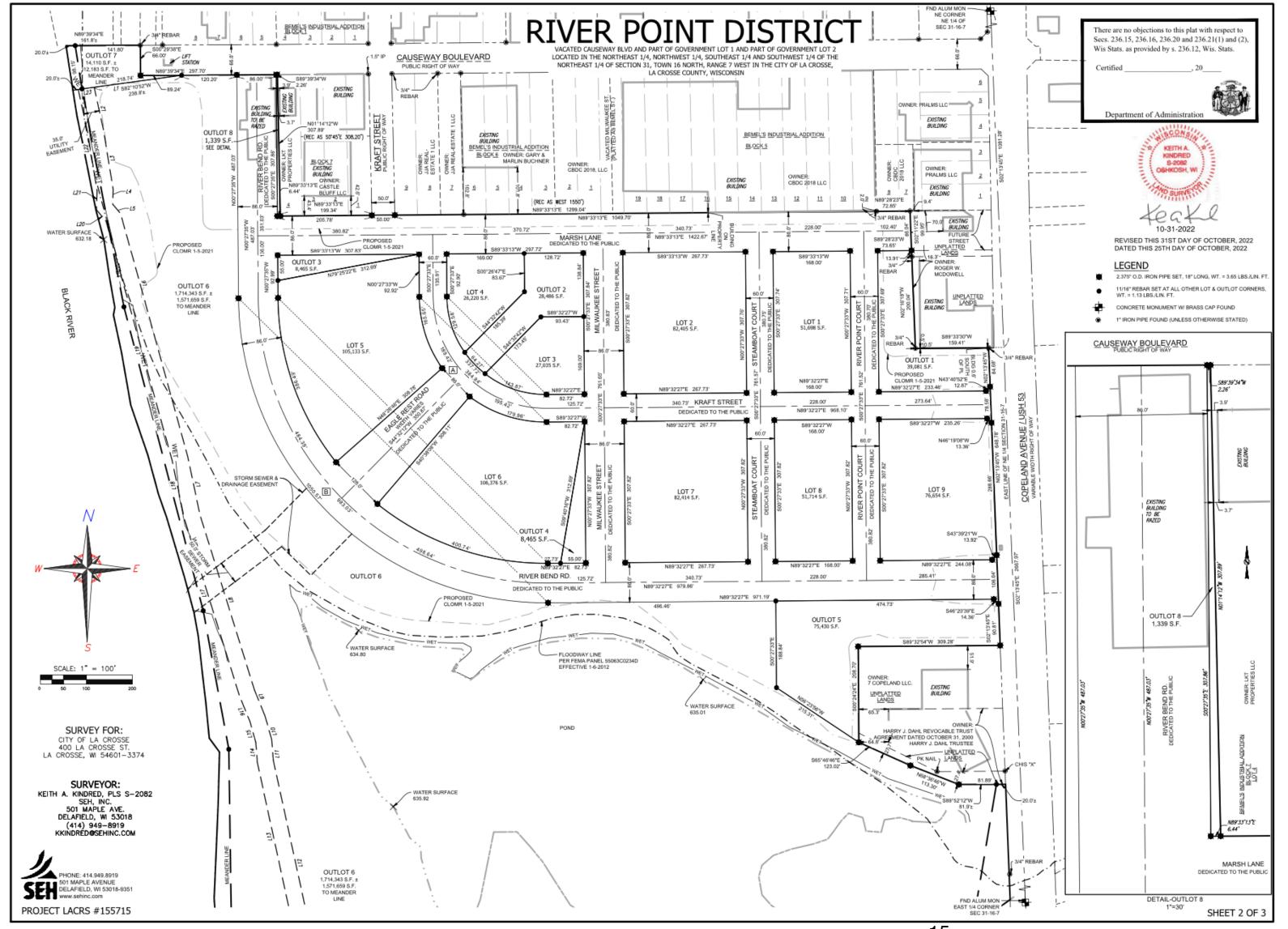
Appendix

PDD Master Plan-Reference Parcel Map

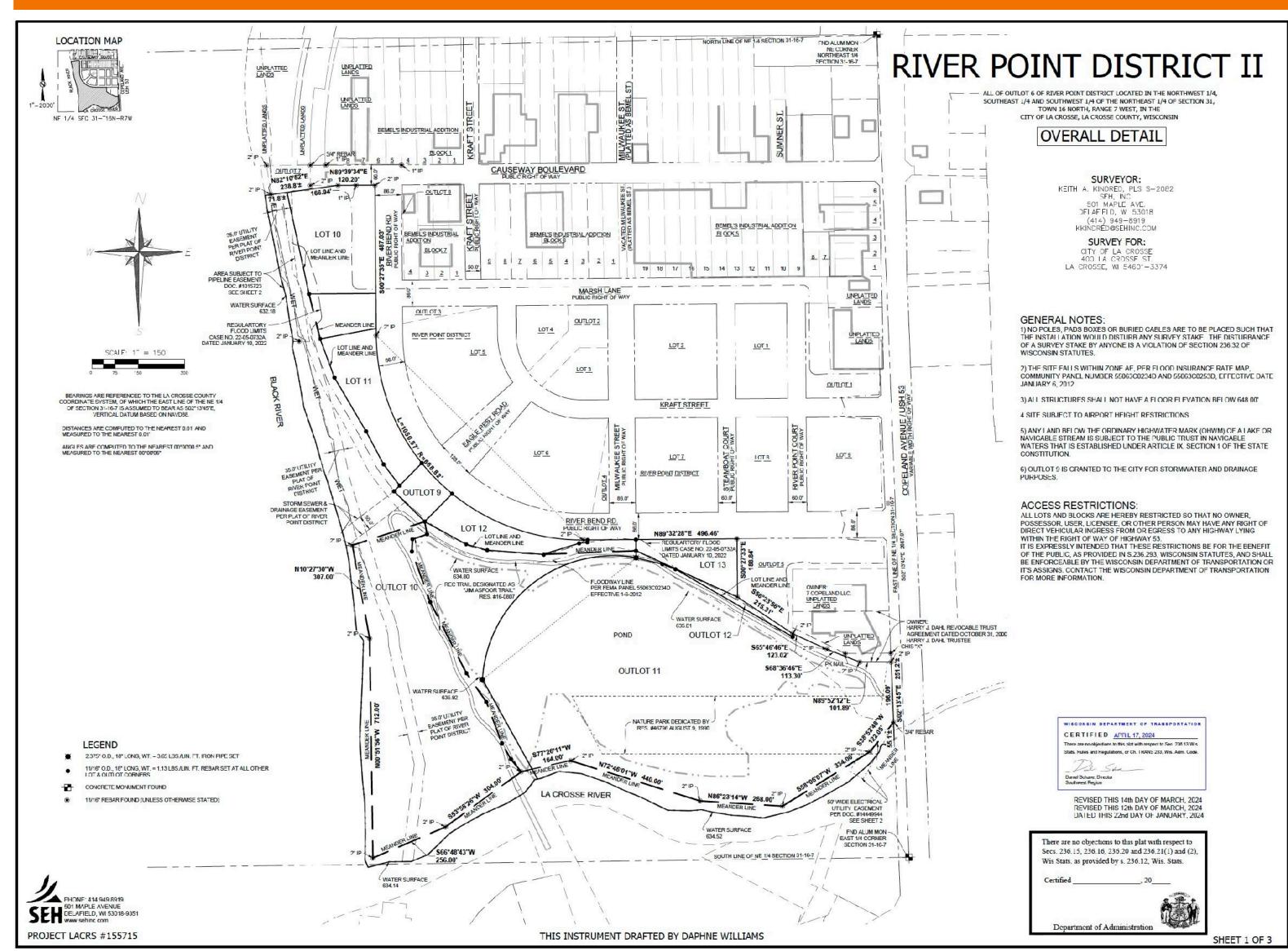
FIGURE 2.3.1: Site plan with labeled zones corresponding to the development summary.



Appendix-Plat Lot Size Map



Appendix-River Point District II Plat





RyKey's Lofts at River Point, Lot 8



Appendix-Non Exclusive Option Language

Delay Termination. The RDA reserves the right to review proposals from other investors on parcel_______. Should a viable proposal be brought forward by another developer, the RDA may, in its discretion, inform the current option holder of the alternate proposal and at the time of the receipt of a complete alternate proposal, the RDA may require additional information and or guarantees from the current option holder based on the option holder's original proposal (RDA) illustrating the project is progressing to construction commencement as presented per the original presentation and subsequent updates by the developer to the RDA.

Should the option holder (developer), fail to provide an adequate guarantee of progress for the proposed development to the RDA, the RDA may terminate the option with a 30-day notice and return a prorated amount of the option fee to the developer.



Appendix-Leasing Agents

Information for the Driftless Apartments: MSP

The Driftless

Tammy Ross, Regional Manager

323 River Bend Rd

La Crosse, WI 54603

P: (608) 292-8770

F: (715) 430-2462

thedriftless@msphousing.com

Information for the War Eagle development:

Red Earth: Lori Fuselier lori@3amigosapartments.com

Information for **RyKey's Lofts at River Point District** (next to the Driftless Apartments on Lot 8):

Jessica Magnusen: jessica@rykeyproperties.com





City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0742

Agenda Date: 6/26/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: Status Update

Agenda Number:

9 Copeland Ave – River Point Project

Three Sixty Real Estate Solutions, LLC

Working Draft

JUNE 2025 UPDATE

- Drafting leases for commercial end users (2 in progress) for the single-story commercial building
- Continue to market and secure commercial tenant(s) for remaining space(s)
- No changes to the site plan or building plans to date (see attached)
- Secure Financing for 1 story commercial building (Phase 1) and 2 story commercial building (need to fill 4k-6k sf of commercial space on 1st floor)
- Challenges:
 - o Lost a commercial tenant that we spent 2 years working with
 - Elevated interest rates continue to make project economics challenging (end result is base rents are higher than other comparable space in the market)
- Opportunities
 - o Increased activity and interest in the location by commercial tenants

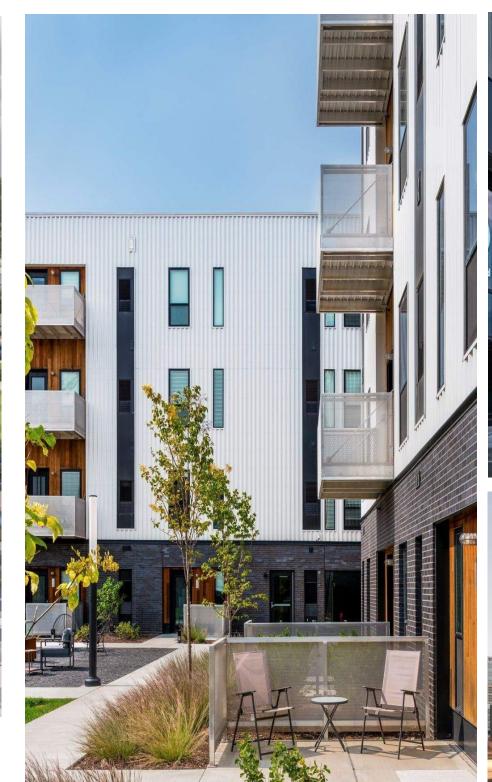




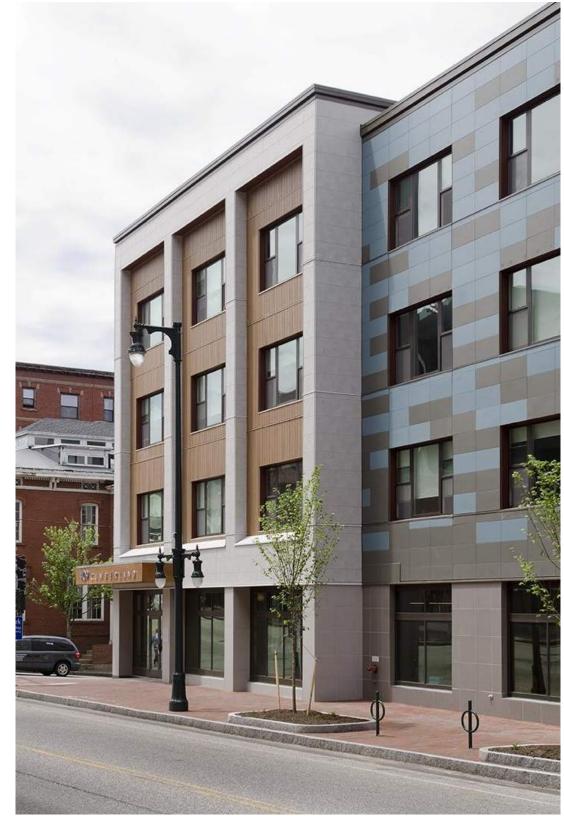




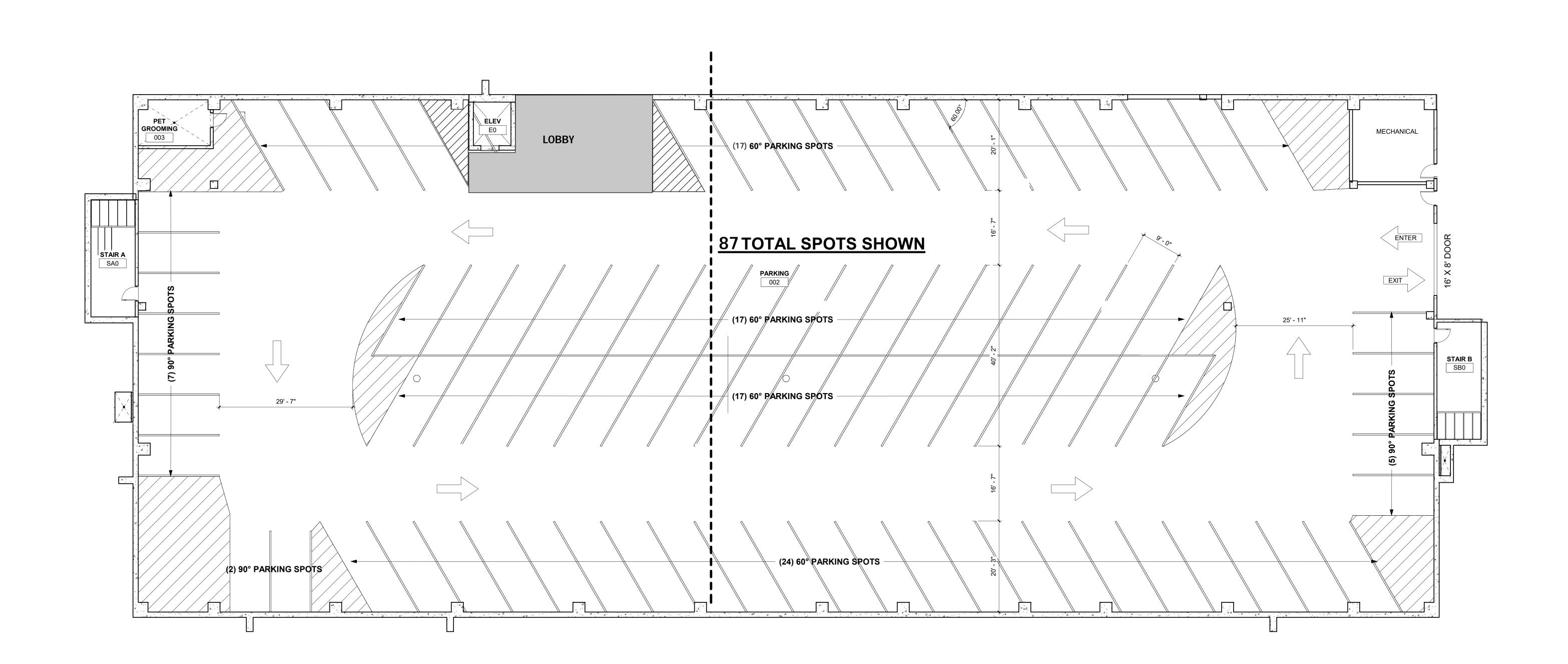


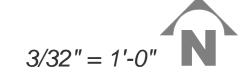




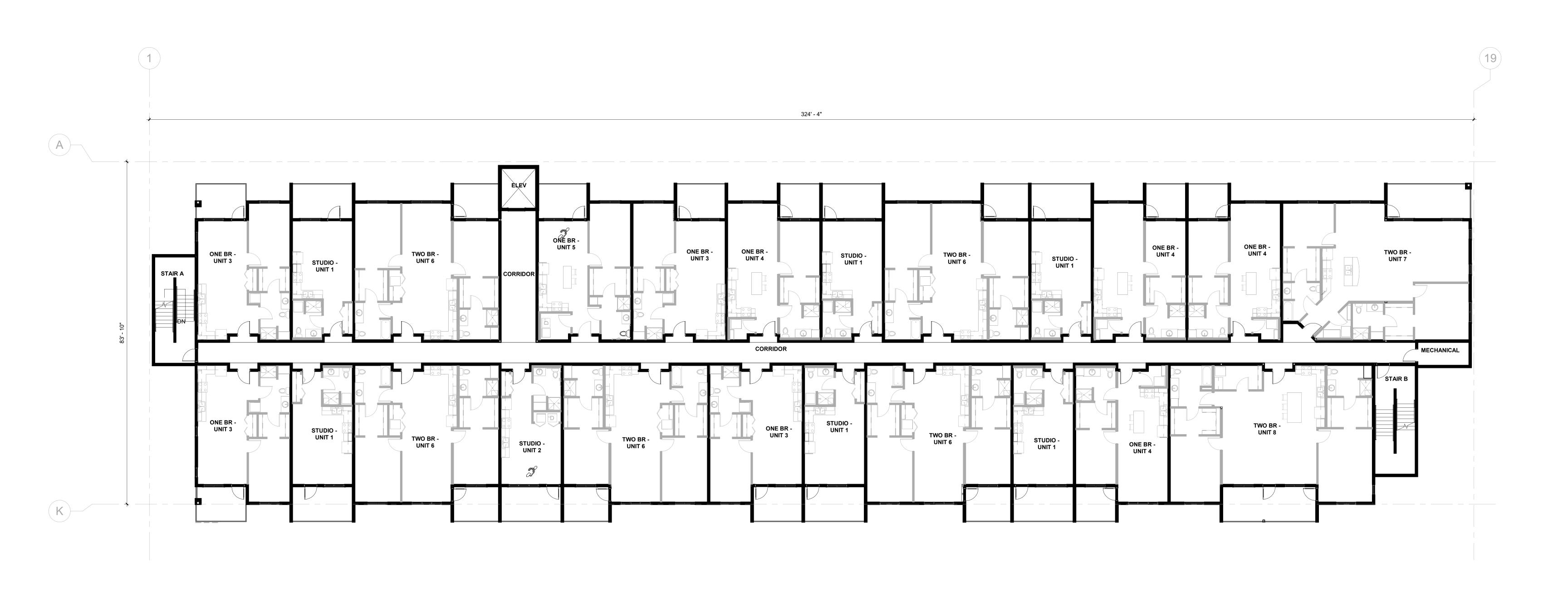


APARTMENT BUILDING — PRECEDENT IMAGERY

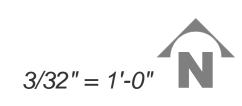


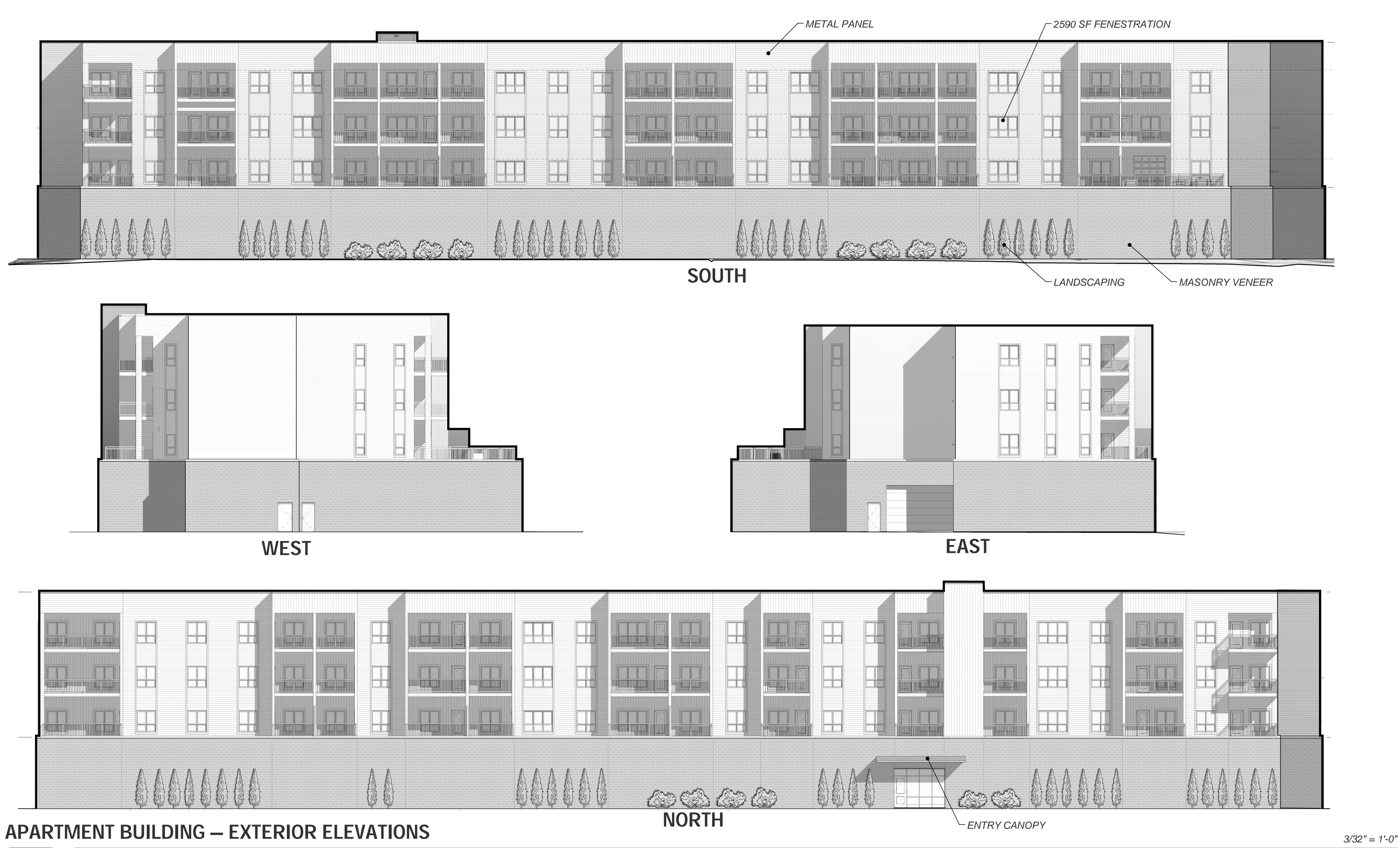


APARTMENT BUILDING — FIRST FLOOR PARKING PLAN



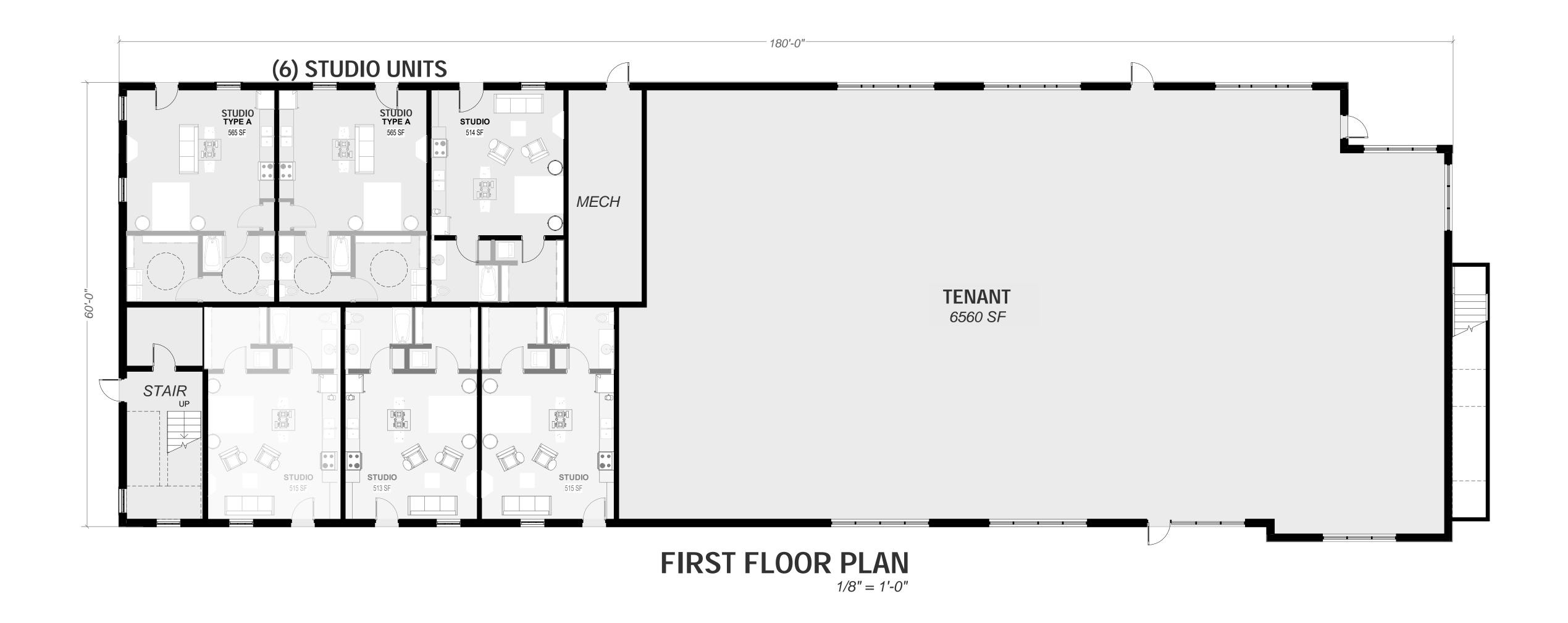


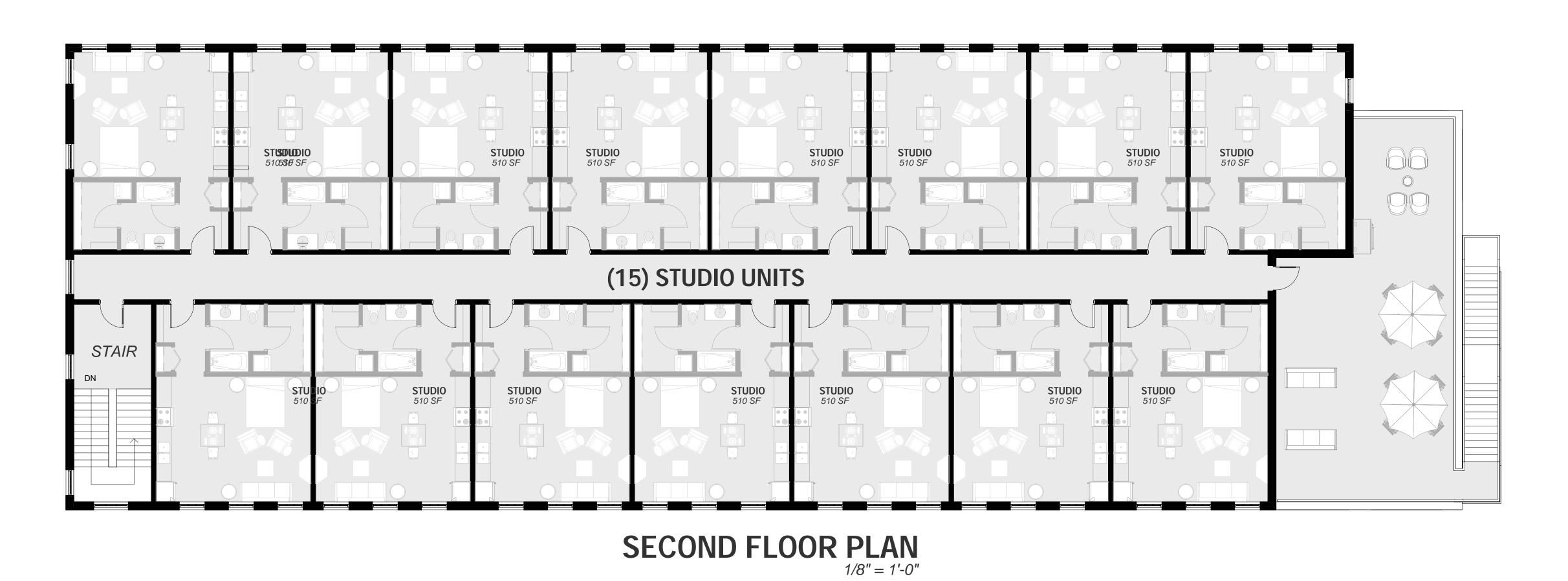




ISG

ISG PROJECT NO. 24-30389





TWO STORY BUILDING — FLOOR PLANS





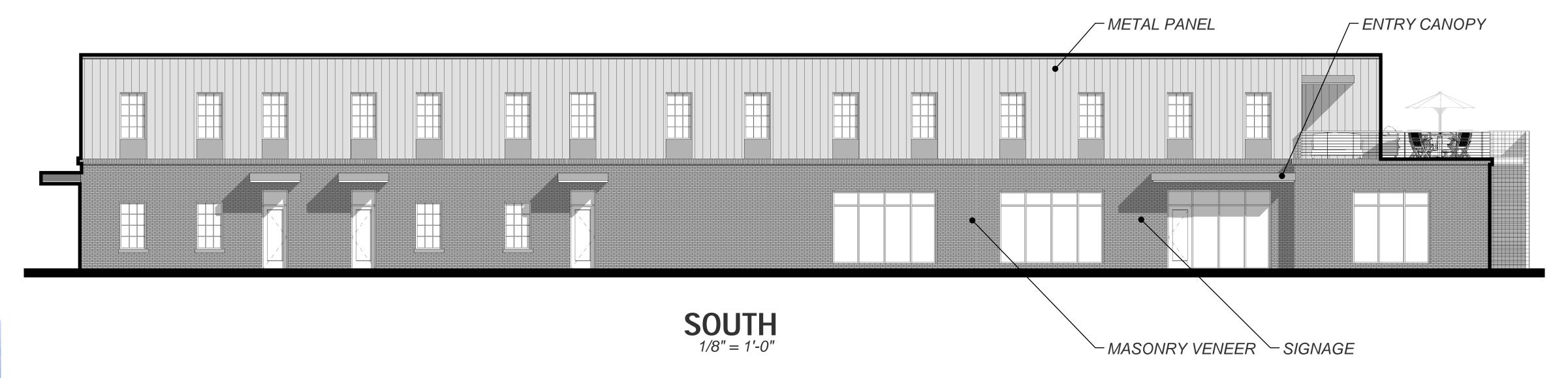


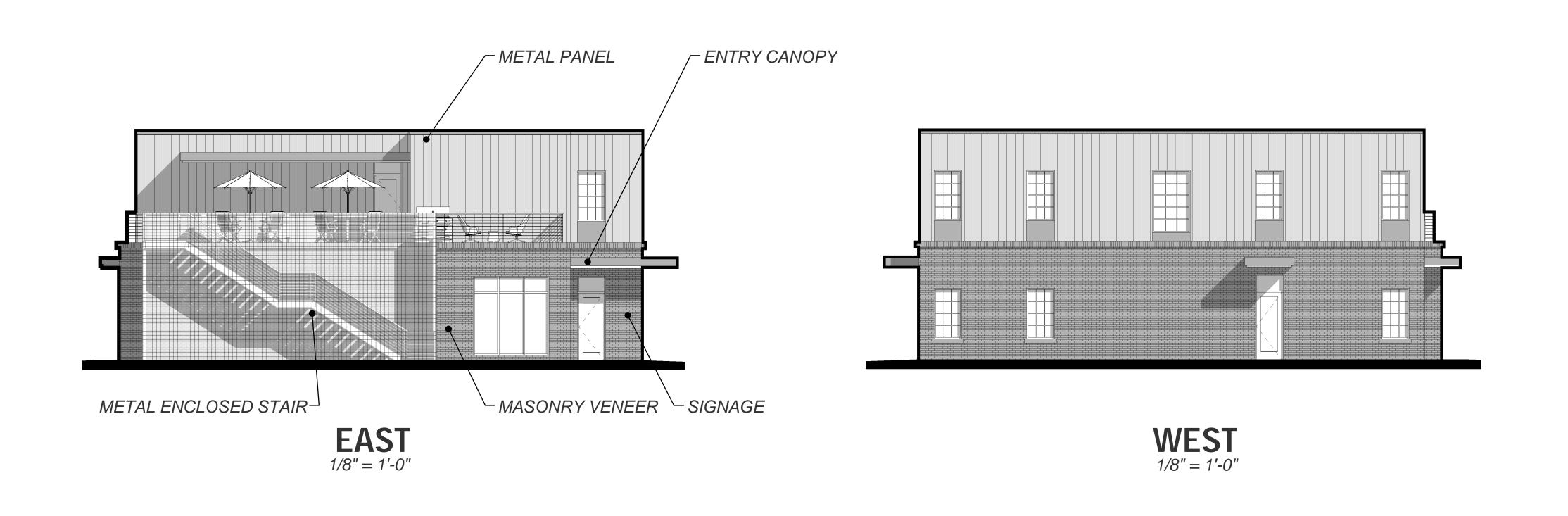


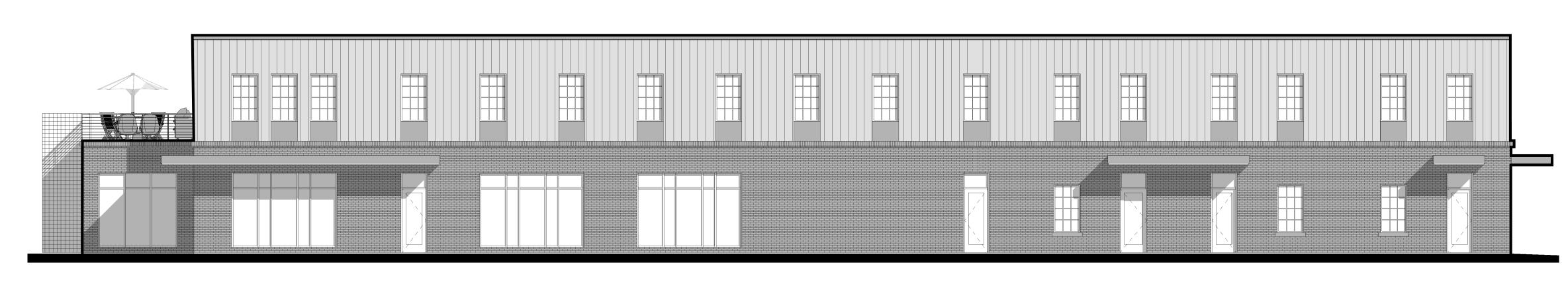




Architecture + Engineering + Environmental + Planning







NORTH 1/8" = 1'-0"

TWO STORY BUILDING — EXTERIOR ELEVATIONS + PRECEDENT IMAGERY

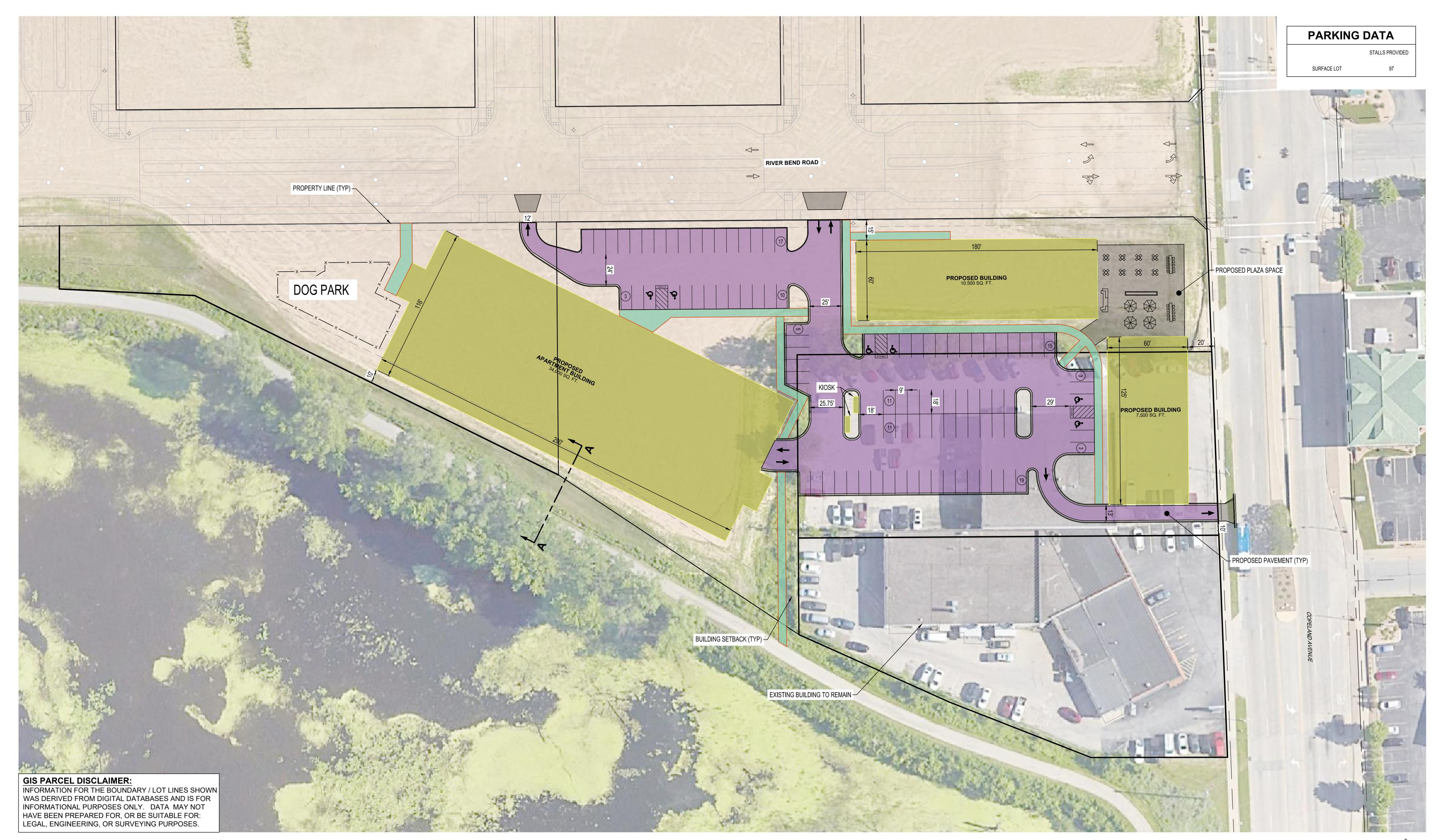
1/8" = 1'-0"







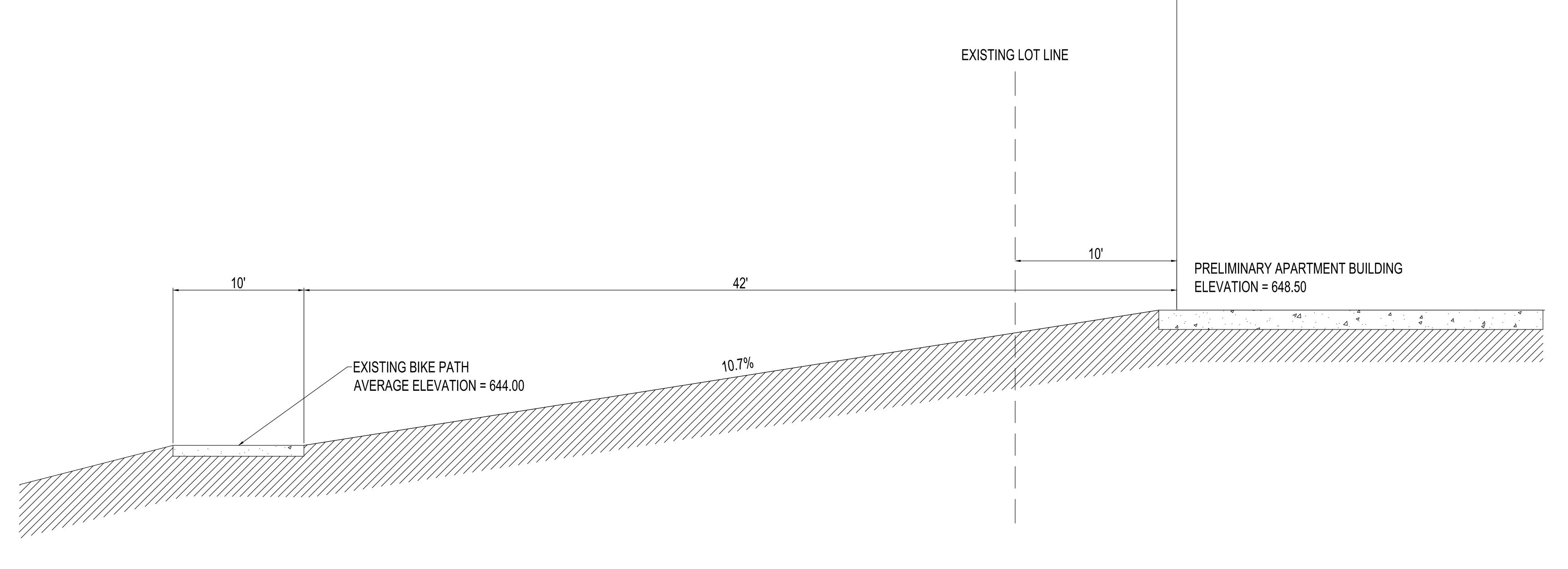
ISG PROJECT NO. 24-30389







BIKE PATH ELEVATION VARIES 642'-646'



ELEVATION EXHIBIT

CAD FILE NAME X-30389 PRO-SITE-C-ALT



City of La Crosse, Wisconsin

City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0776

Agenda Date: 7/24/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

Agenda Number:

BALANCE SHEET						
Type of Statement:	Co. Prep's					
Date of Statement:	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025
ASSETS						
Cash - SB Checking	\$5,000	\$11,632	\$175,924	\$5,100	\$55,570	\$315,390
Cash - SB MM (Operating, UR)	\$1,254,507	\$1,246,717	\$1,084,374	\$889,459	\$881,355	\$873,048
Cash - SB MM Restricted Planning Option Agreement Deposits	\$159,795	\$153,896	\$153,896	\$153,896	\$153,896	\$153,566
Total Current Assets	\$1,419,302	\$1,412,245	\$1,414,194	\$1,048,455	\$1,090,821	\$1,342,005
Land - Estimated Value	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000
Land - 200-206 Causeway Blvd	\$0	\$0	\$0	\$331,697	\$331,697	\$331,697
Note Receivable - Gorman (02/28/2034)	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Total Assets	\$8,719,302	\$8,712,245	\$8,714,194	\$8,680,152	\$8,722,518	\$8,973,702
LIABILITIES						
Contract Commitment - JBG Project Mgr	\$111,600	\$102,300	\$102,300	\$83,700	\$74,400	\$65,100
Contract Commitment - SEH Phase III Admin	\$104,027	\$104,027	\$90,499	\$67,254	\$31,687	\$3,907
Contract Commitment - SEH Phase IV	\$0	\$0	\$0	\$151,723	\$136,720	\$109,072
Contract Commitment - Chippewa Concrete Phase II	\$534,143	\$534,143	\$0	\$0	\$0	\$0
Contract Commitment - Integrity Grading and Excavation	\$1,000,140	\$1,000,140	\$1,000,140	\$1,000,140	\$545,130	\$502,291
Total Liabilities	\$1,749,910	\$1,740,610	\$1,192,939	\$1,302,817	\$787,937	\$680,370
Net investment in capital assets	\$7,000,000	\$7,000,000	\$7,000,000	\$7,331,697	\$7,331,697	\$7,331,697
Unrestricted Funds	\$1,259,507	\$1,258,349	\$1,260,298	\$894,559	\$936,925	\$1,188,439
Restricted Funds	\$159,795	\$153,896	\$153,896	\$153,896	\$153,896	\$153,566
Unassigned Funds	(\$1,449,910)	(\$1,440,610)	(\$892,939)	(\$1,002,817)	(\$487,937)	(\$380,371)
Net Position	\$6,969,392	\$6,971,635	\$7,521,255	\$7,377,335	\$7,934,580	\$8,293,331
Total Liabilities & Net Position	\$8,719,302	\$8,712,245	\$8,714,194	\$8,680,152	\$8,722,518	\$8,973,702



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0834

Agenda Date: 7/24/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: Resolution



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0835

Agenda Date: 7/24/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0836

Agenda Date: 7/24/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0833

Agenda Date: 7/24/2025 Version: 2 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

Stephen F. Matty City Attorney



LEGAL DEPARTMENT

City of La Crosse, Sixth Floor City Hall 400 La Crosse Street, La Crosse, WI 54601 Ph: 608.789.7511 Fax: 608.789.7390 Email: attorney@cityoflacrosse.org Krista A. Gallager
Deputy City Attorney

Ellen R. Atterbury Assistant City Attorney

Gideon W. O. Wertheimer Assistant City Attorney

ANNUAL DEVELOPMENT AGREEMENT COMPLIANCE REVIEW TAX YEAR 2024

MSP - The Driftless Apartments Development Agreement

- Parties: This agreement is between the City of La Crosse and The Driftless Apartments, LLC.
- Governing Bodies: Economic Development Commission

Project Definition:

 Development and improvement of real estate by construction 120 units of affordable/workforce housing. Project specifically excludes personal property and land.

Essential Terms:

- Minimum Construction Costs \$20,000,000
- Tax Guarantee: \$9,600,000 by tax year 2025.

Reverse TIF Payment:

• Effective September 1, 2025, 85% of increase in real property tax from the project.

Calculation:

- Improvements \$2,898,300 x .02108 = \$61,096.16
- 85% to Developer = \$51,931.74
- 15% to City = \$9,164.42

RECOMMENDATION:

Disburse payment.



04.30.25

Stephen F. Matty
City Attorney



LEGAL DEPARTMENT

City of La Crosse, Sixth Floor City Hall 400 La Crosse Street, La Crosse, WI 54601 Ph: 608.789.7511 Fax: 608.789.7390 Email: attorney@cityoflacrosse.org Krista A. Gallager Deputy City Attorney

Ellen R. Atterbury
Assistant City Attorney

Gideon W. O. Wertheimer Assistant City Attorney

ANNUAL DEVELOPMENT AGREEMENT COMPLIANCE REVIEW TAX YEAR 2024

Rykey Development Agreement

- Parties: This agreement is between the City of La Crosse, the Redevelopment Authority of the City of La Crosse and RyKey Properties, LLC.
- Governing Bodies: Economic & Community Development Commission.

Project Definition:

 Development of an underutilized property into a multi-story, vertical mixed-use building structure with approximately 55 general occupancy rental units and 2,400 square feet of commercial space.

Essential Terms:

- Commence construction on or before November 30, 2024;
- Substantial completion on or before August 31, 2026;
- Minimum construction costs of \$10,292,267
- Annual PILOT if property becomes tax exempt
- Assessed Value of \$6,228,500 by tax year 2027 for a period of 20 years.
- Deficiency PILOT if assessed value is less than \$6,228,500 as of January 1, 2027

RECOMMENDATION:

No action needed at this time.



05.13.25



LEGAL DEPARTMENT

City of La Crosse, Sixth Floor City Hall 400 La Crosse Street, La Crosse, WI 54601 Ph: 608.789.7511 Fax: 608.789.7390 Email: attorney@cityoflacrosse.org Krista A. Gallager Deputy City Attorney

Ellen R. Atterbury Assistant City Attorney

Gideon W. O. Wertheimer Assistant City Attorney

ANNUAL DEVELOPMENT AGREEMENT COMPLIANCE REVIEW TAX YEAR 2024

Riverside Center Development Agreements - Phases I, II, III

- Parties: This agreement is between the City of La Crosse, Redevelopment Authority of the City of La Crosse, and LCN UHS La Crosse (WI), LLC.
- Governing Bodies: Redevelopment Authority and the Board of Public Works.

Project Definition:

Phase I: Office building and restaurant.

Phase II: Office building and also resulted in community theater.

Phase III: Seven story building, three stories of commercial space, four levels of parking and the first floor of parking can be converted to commercial space.

Essential Terms:

- Cash Grants:
 - 1. Phase I not applicable
 - 2. Phase II agreement completed
 - 3. Phase III \$100% of tax increment for tax years 2016-2025. Maximum amount is \$5.1 million. City retains 1% for administrative and professional services costs.



04.28.25

Riverside Center Development Agreements – Phases I, II, & III Annual Development Agreement Compliance – Tax Year 2024

• Reverse TIF Payment:

Calculation:

Value Increment: \$17,068,900 X mill rate .02108

\$359,812.41

Phase III: 99% to Developer: \$356,214.29 1% to City: \$3,598.12

Tax Guarantee:

1. Phase I: \$11.4 million as of tax year 2007 (2024 improvements \$13,708,000)

2. Phase II: \$8 million as of tax year 2009 (2024 improvements \$14,244,600)

3. Phase III: \$18 million as of tax year 2012 (2024 improvements \$17,068,900)

Deficiency PILOT owed to City:

\$18,000,000 - \$17,068,900 = \$931,100 x. mill rate .02108 = \$19,627.59

- Net amount due to Developer: \$356,214.29 -\$19,627.59 = \$336,586.70
- Jobs: Originally maintain 2,000 jobs for ten years starting on December 31, 2016 for all three sites. After 2022 annual compliance review, new job guarantee number is 1,237. April 24, 2025 report indicates 1,373 jobs at last regular payroll period for 2024.

RECOMMENDATION:

• ECDC to determine if WIPFLI is needed for job audit. If not, disburse net payment.



Stephen F. Matty City Attorney



LEGAL DEPARTMENT

City of La Crosse, Sixth Floor City Hall 400 La Crosse Street, La Crosse, WI 54601 Ph: 608.789.7511 Fax: 608.789.7390 Email: attorney@cityoflacrosse.org Krista A. Gallager Deputy City Attorney

Ellen R. Atterbury
Assistant City Attorney

Gideon W. O. Wertheimer Assistant City Attorney

ANNUAL DEVELOPMENT AGREEMENT COMPLIANCE REVIEW TAX YEAR 2024

War Eagle Development Agreement

- Parties: This agreement is between the City of La Crosse and War Eagle, LLC.
- Governing Bodies: Redevelopment Authority and the Economic & Community Development Commission.

Project Definition:

Improvement of real estate by constructing 6 story mixed use building consisting
of 51 residential apartments, 12,000 square feet of commercial space and interior
and exterior surface parking. Specifically excludes personal property and land.

Essential Terms:

- Minimum Construction Costs \$18,455,000
- Tax Guarantee: \$10,798,200 by tax year 2026.

RECOMMENDATION:

No action needed at this time.





City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0837

Agenda Date: 7/24/2025 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item



River Point District

Development Opportunities

JBG Planning LLC

Introduction

The City of La Crosse Redevelopment Authority (RDA) is pleased to make you aware of the development opportunity at La Crosse's premier redevelopment project on the Mississippi at the gateway to historic downtown La Crosse.

The Redevelopment Authority of La Crosse is seeking investors/developers to develop an urban mixed use projects in River Point District. The PDD permits residential and mixed use projects with flexible area standards and building heights of up to 10 stories. The project includes RDA funded infrastructure including an urban stormwater system as well as significant streetscaping and urban design features.

Included in this summary:

- 1. A Link to the full Planned Development District (PDD) document and the project website
- 2. A copy of the Preliminary Plat and insets for available parcels.
- 3. Excerpts from the City's master plan showing the land use configuration and aerial perspectives
- 4. Current developments being considered by the Redevelopment Authority
- 5. Contact information for the development

River Point District has been a project over 30 years in the making, from a heavy industrial land use to acquisitions, environmental remediation, public engagement, master planning and now construction and public-private partnerships.

The City and Redevelopment Authority have created a welcoming project for investors and developers with streamlined review and permitting, layers of potential economic support including tax incremental financing, and a responsive staff and project management team.

Construction on infrastructure is complete, with exceptional amenities and public facilities. Planning for parks and recreation spaces in the development is underway with expected improvements in the coming years.

We look forward to the opportunity to talk with your team on the project and are at your disposal for questions.

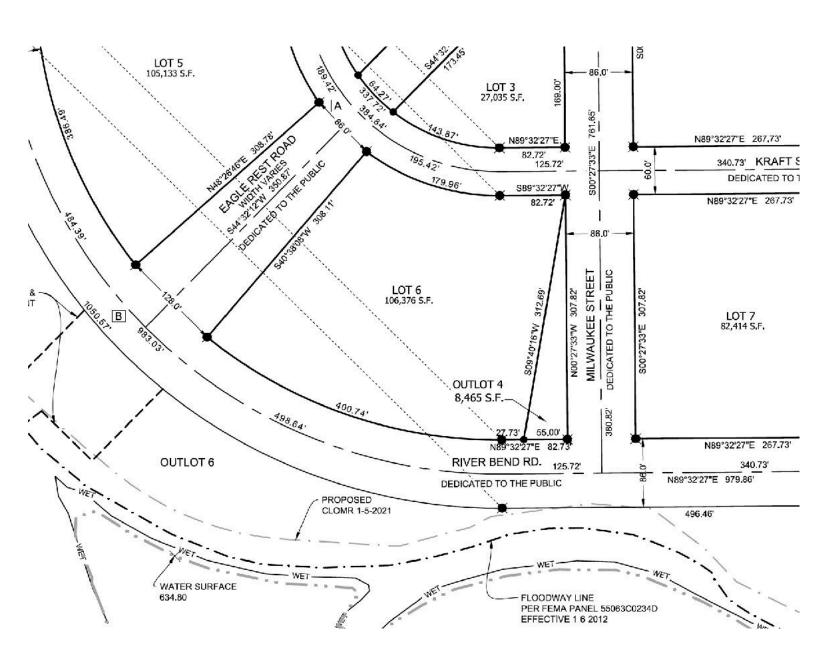
The Redevelopment Authority recently created the River Point District's Plat, articulating several parcels in River Point District. These opportunities include lot 6, a land assembly opportunity for outlot 1 and a new parcel opportunity on Marsh Lane on the northern edge of the district. The project offers incredible views to the confluence of The Mississippi River, The Black and La Crosse Rivers and direct access to the City's trails network and adjacency to the future parkway and planned transient boat marina. Riverside Park is steps away too, offering some of the City's great cultural events.



View of Parcels 6, outlot 1 and new opportunnities at Marsh Lane

Contextual view of Lot 6 looking southwest to the river confluence





LOT 6 PLAT INSET-106,376 sf or 2.44 acres

Contextual view of outlot 1 parcel and land assembly opportunity

5.0 CONCEPTUAL IMAGERY RIVERSIDE NORTH





Aerial facing South West capturing Riverside North's juxtaposition to the surrounding City of La Crosse.

OUTLOT 1 PLAT INSET-39,081 sf or with land assembly, 70,881 sf or

N89°32'27"E 233.46'

0.0' EXISTING

MCDOWELL

S89°33'30"W



O°27"

N89°32'27"E

N89°32'27"E 968.10

Contextual view of Marsh Lane Parcel looking southwest to the river confluence

5.0 CONCEPTUAL IMAGERY RIVERSIDE NORTH



5.2 Aerial image

Aerial facing South West capturing Riverside North's juxtaposition to the surrounding City of La Crosse.

200-206 Causeway Blvd Redevelopment Opportunity Details



Parcels are collectively: .71+.35 acres=1.06 acres 46,173 sf

Price of \$375,000= \$8.12/sf

Dimensions: 308.24 x 100.40+49.96 or 308.24x 150.36

Property Subdivision Map Showing RPD Adjacency:



Parcels at Marsh Lane



Project Information and Links

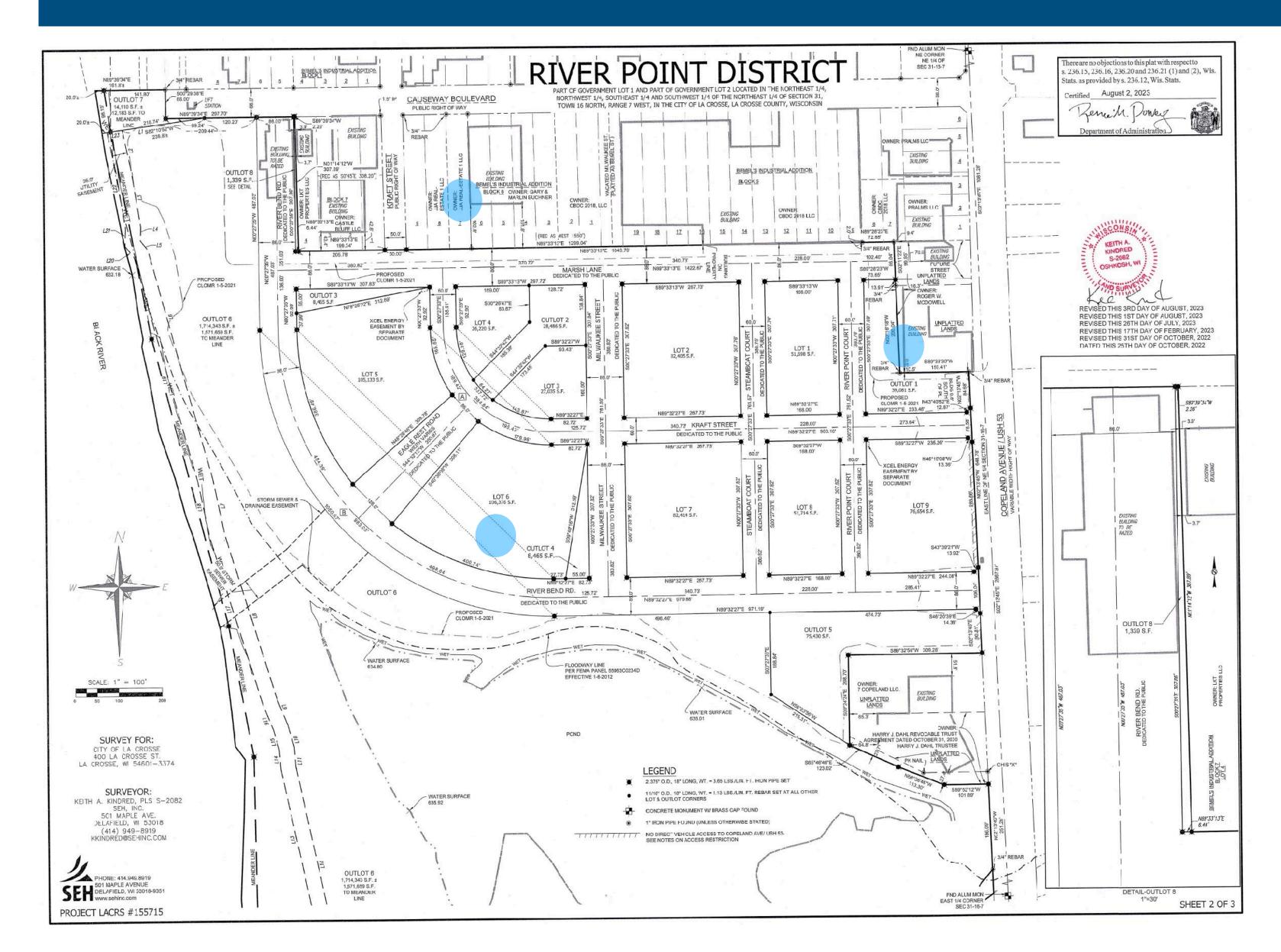
River Point District Website:

River Point District Website

River Point District Planned Development District (PDD) Document:

River Point District PDD

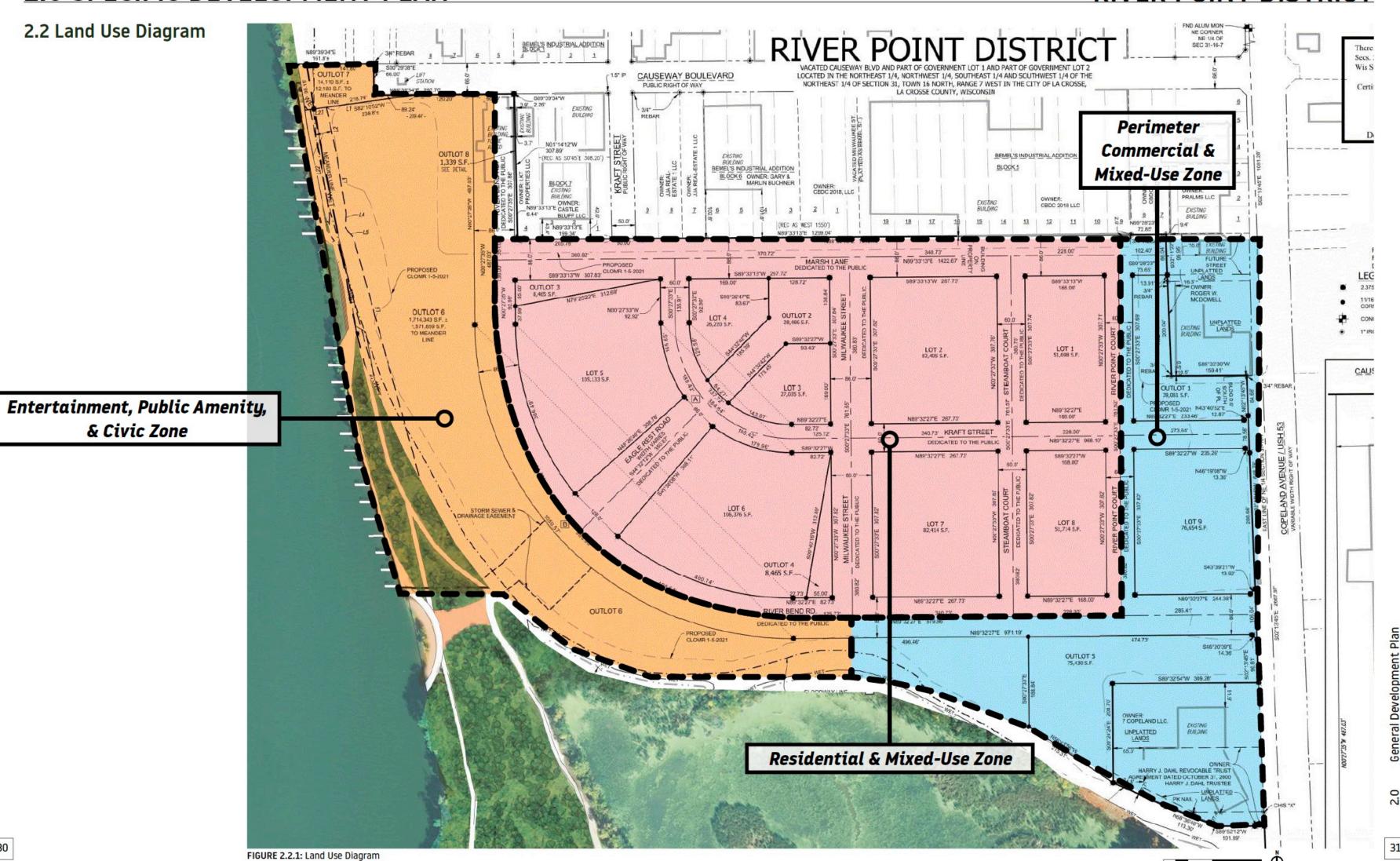
River Point District Plat



PDD Reference

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT



PDD Reference

2.0 GENERAL DEVELOPMENT PLAN

RIVERSIDE NORTH

2.2 Character Zones

These guidelines apply to all areas of the Riverside North master plan and connected elements within the boundaries of the city of La Crosse. Within the Riverside North site area, five character zones have been defined based on context, scale, and character of the area. In many cases, the guidelines vary based on the context of these five character zones per below and adjacent site plan. Additionally, transportation demand management will be encouraged throughout Riverside North.

- Perimeter Commercial & Large-Format Retail Zone
- Commercial/Mixed-use Zone
- Entertainment, Public Amenity & Civic Zone
- Multi-Family Zone
- Lower Mixed Density Zone



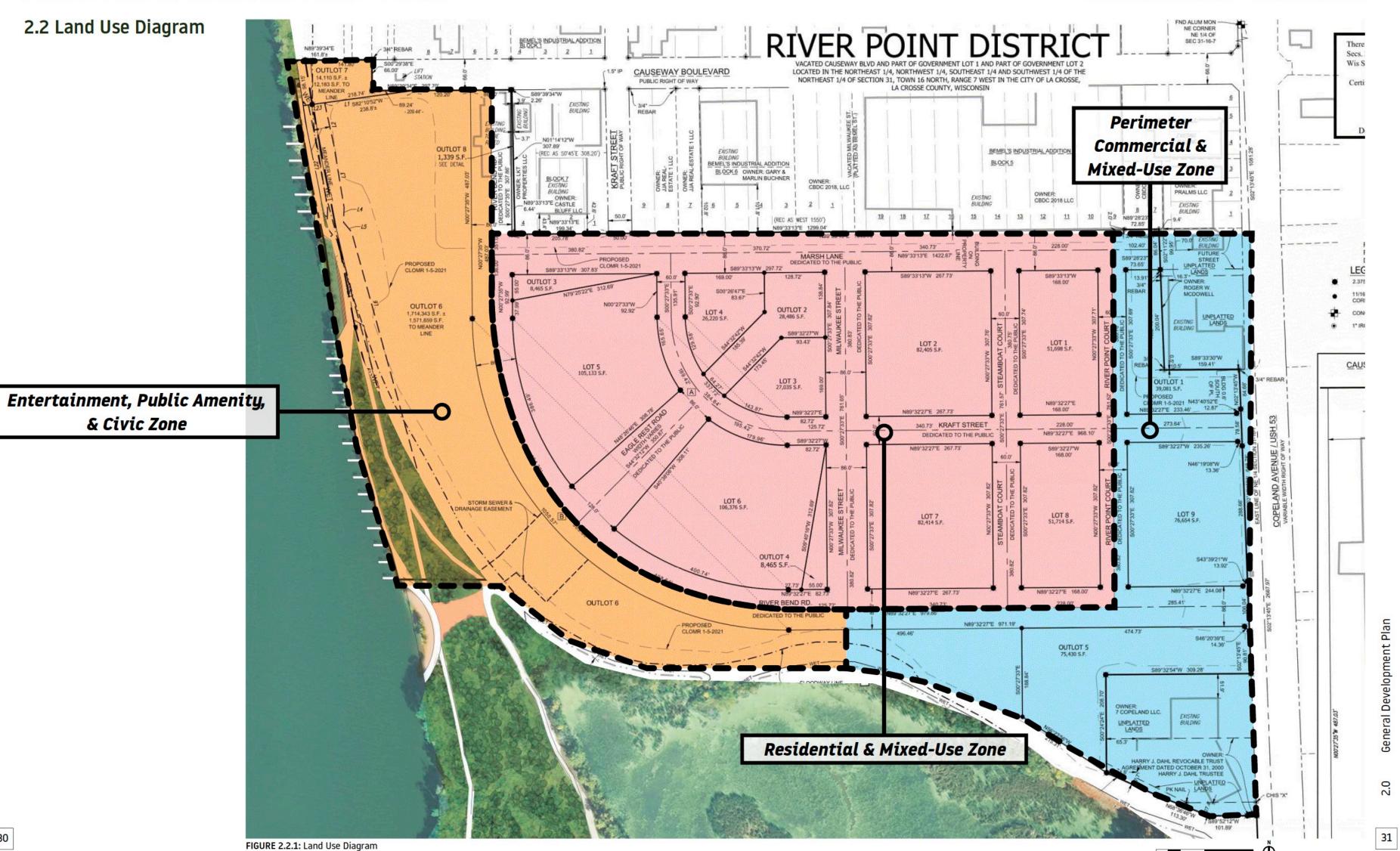
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River Point District PDD Excerpts, Land Use

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT



River Point District PDD Excerpts, Land Use

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

2.4 Land Use Regulation Table

Key		REFER TO PAG	E 30 & 31 FOR LAND US	SE LOCATIONS
Р	Permitted uses subject to City regulations		Perimeter	Entertainment,
N	Prohibited	Residential &	Commercial & Mixed-	
С	Conditional uses subject to City regulations	Mixed-Use Zone	Mixed-Use Zone Use Zone	
	rmat retail			
_	mat retail stores in excess of 50,000 GSF	N	N	N
_	ment Facilities and Services			
Governme	ent offices, services, and facilities	Р	Р	Р
Residen				
Clubs fra	ternities, and sororities	С	N	N
Hotels	termities, and soronties	P	P	C
	for the elderly	C	N	N
	community and other living arrangements	C	N	N
		C	N	N
	family day care homes			
	foster family homes	С	N	N
	nlly dwellings with four (4) or more units	P	С	Р
	and three family units	P C	N	N
	es and nursing homes rcial retail and office uses occupying 20,000 gs	(T)	N	N
Animal h	•	С	С	N
	and collectors stores	Р	P	N
	and electronic stores	Р	Р	N
	raft collector studios	Р	Р	N
Art suppl		P	Р	N
Automoti	ve parts and accessories without installation	Р	Р	N
Vehicle sa	ales and service	N	N	N
Retail bal		P	P	N
	institutions with drive-through	С	С	N
Financial	institutions with no drive-through facilities	P	P	N
Barber sh	ops and beauty shops	P	Р	N
Books and	d stationery stores	P	Р	N
Breweries	and Taprooms	С	Р	Р
Building s	supply stores	С	Р	N
Professio	nal or business offices	Р	Р	N
Camera a	nd photographic supply stores	P	Р	N
Car Wash	es	С	С	N
Catering	services	P	P	N
Clothing		Р	Р	N
Clothing		Р	Р	N
	philatelic stores	Р	Р	N
	ial recreation facilities	Р	Р	N
	r & electronic equipment sales & service	P	P	N
	Contractors offices and shops		C	N
Cosmetic shops		C	P	N
Currency exchanges		P	P	N
	Delicatessens		P	P
	ents stores	P N	P	N
		C	C	N N
Dog obedience training within an enclosed structure		L	L	N

TABLE 2.4.1: Land-use Regulation Table

All uses are subject to an established minimum of restrictions of the River Point District PDD including but not limited to baseline design guidelines. Table 2.7.1: Land-use Regulation indicates the Permitted, Prohibited, and Conditional building uses within the River Point District character zones (Refer to figure 2.1.5). Any use not listed in this table is assumed to be prohibited. Definitions of terms are the same as the definitions already established in the City of La Crosse zoning ordinances. Additional limitations may be established through agreements between the city, property owners, and businesses proposed within the River Point District. Underlying zoning limitations (per city zoning ordinance) may also be applicable if zoning is changed under the River Point District PDD.

	Кеу	REFER TO PAG	E 30 & 31 FOR LAND US	SE LOCATIONS
Р	Permitted uses subject to City regulations		Perimeter	Entertainment
N	Prohibited	Residential &	Commercial & Mixed-	
		Mixed-Use Zone	Use Zone	Civic Zone
С	Conditional uses subject to City regulations		OSC ZONC	OIVIO ZOIIC
Commerc	ial retail and office uses occupying 20,000 gsf			
	s and pharmacies	Р	Р	N
	s and pharmacies with drive-through facilities	С	Р	N
	l facilities and exhibitions	Р	Р	N
Equipment	rental with only inside storage facilities	N	N	N
Florists		Р	Р	N
Food store	420 °	Р	Р	N
Funeral hor		N	N	N
Garden cen		С	С	N
Gift stores		P	Р	N
	care centers	С	P	N
Hardware s		P	P	N
	os and physical fitness centers	Р	Р	N
-	craft shops	P	Р	N
Home furni		Р	Р	N
	ve-throughs on parcels	С	С	N
	upplies and services	P	Р	N
Jewelry sto		Р	Р	N
	and dry cleaners	P	P	N
	assage therapy, body work, certified by State	Р	Р	N
	attoo and/or body piercing establishments	P	Р	N
Liquor stor	777 TV can be be a base of the second of the	С	С	N
	service stores	P	P P	N
	ntal, & health services, certified by State			N
Messenger		Р	P	N
	ouse / storage facilities	N	N	N
Music store		P	P	N
	and magazine stores	P	P	N
Not for pro		P	P	N
	olies and business machine stores	P	P	N
Optical stor		Р	Р	N
	splay of retail merchandise	С	С	N
	s, and wallpaper stores	P	P	N N
	and pet grooming	P	P	N
Printing se		C	C	N N
	or recording studios, excluding towers	C	C	N
	ng and receiving stations s with no drive-in or drive-through facilities	P	Р	P
		C	C	7.36
	s with drive-in or drive-through facilities	P	P	N N
	e laundry and dry-cleaning establishments s and leather goods stores	P	P	N N
	aries and ice cream stores	P	P	N
	ly collectors as accessory structure	C	C	N N
		P	P	N
Sporting go	essmaking shops	P	P	N N
	d cocktall lounges	P	P	P
Testing lab		P	P	N
	nd other amusement places	P	P	N
Upholsterir		P	P	N
	nandise and resale shops	P	P	N
Variety sto		C	C	N N
	uctions, music rehearsal studios, sales, and rentals	P	Р	N
	lecommunications sales and service	P	P	N
		P	P	N N
Yoga studio	03	W. J. W.	2.0	14

TABLE 2.4.2: Land-use Regulation Table contd.

2.0

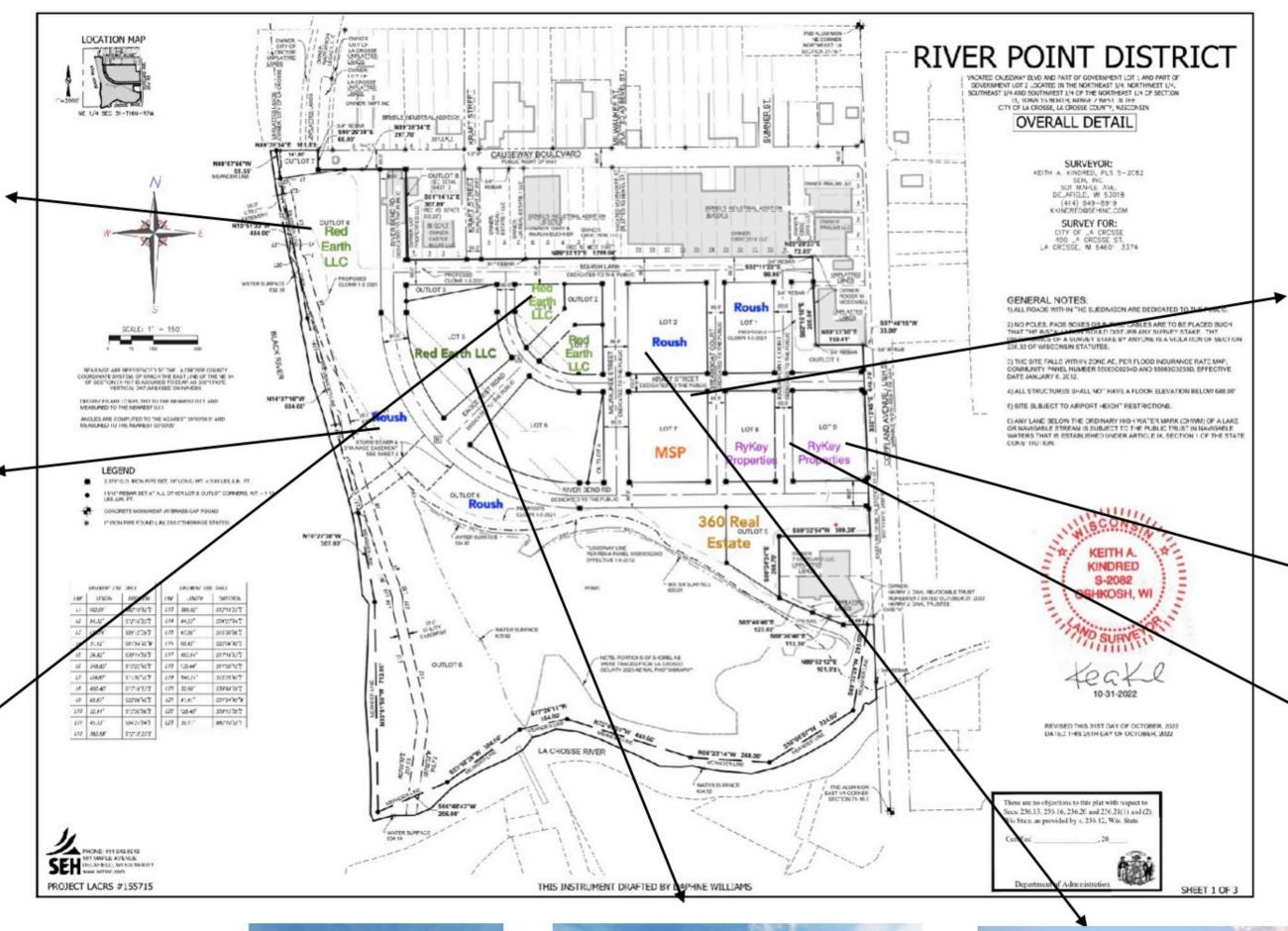
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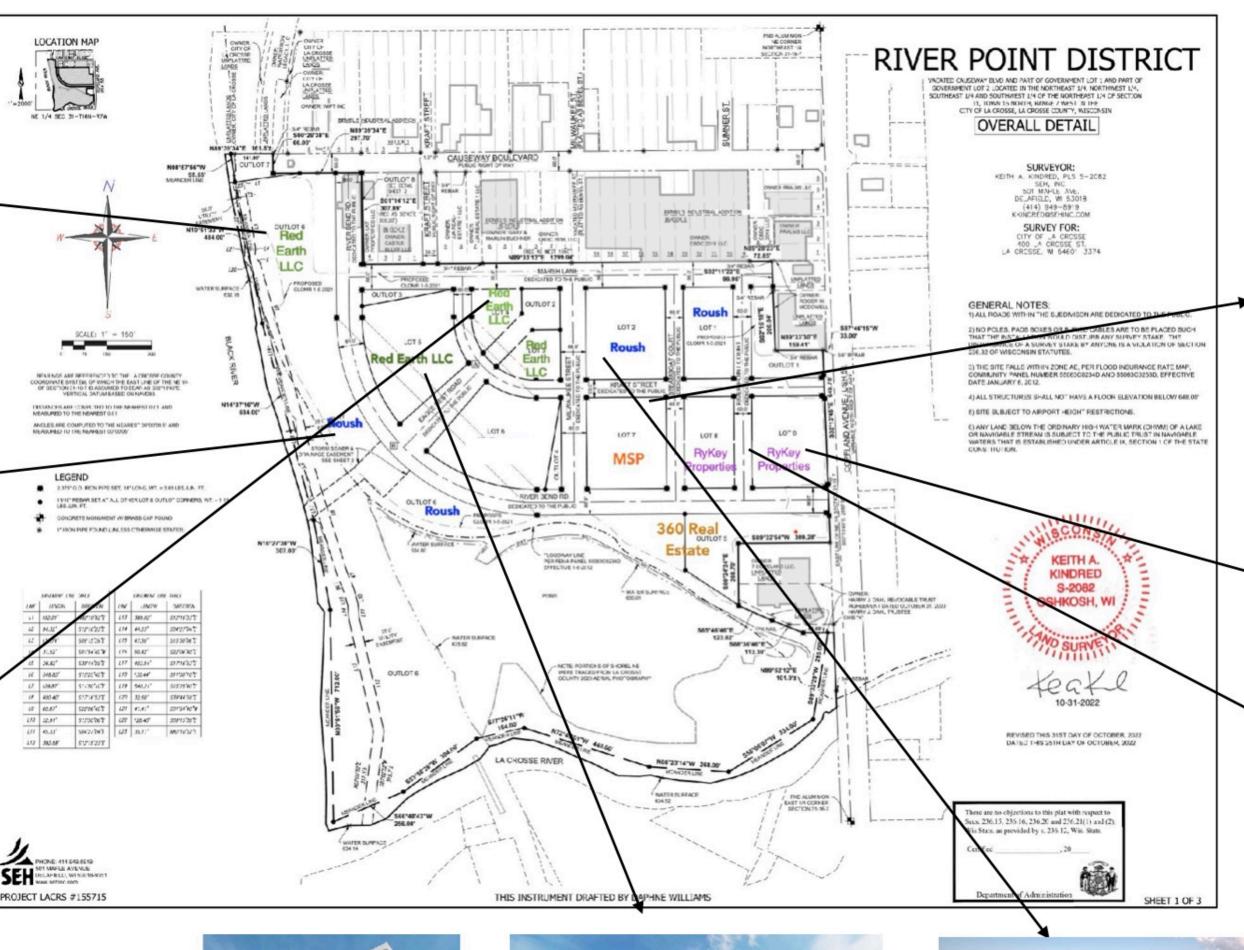
Investment Character Reference-Current Options























Parcel Opportunity Summaries

The Redevelopment Authority of the City of La Crosse is pleased to offer numerous opportunities for public-private partnerships in River Point District. Negotiations on available parcels typically start with a proposal or letter of interest, followed by a meeting with staff to discuss details and action by the RDA to enter into an option agreement. Option agreements are typically exclusive, offer 6, 9 and 12 month terms with possible extensions and a cost of \$10K for the first option and \$5K for extensions. Land negotiations include the opportunity for write-downs and are determined based on precedence, development costs, TIF assistance, and the developers proposal for density, investment and conformance with the River Point District Master Plan.

Summary of Available Opportunities:

Parcel 6-A premier site in the development with 2.44 acres overlooking the beautiful river confluence and having direct access to recreation amenities and new infrastructure. Parcel 6 is also adjacent to the MSP's Driftless Apartment development which was the first parcel to develop in River Point District, offering 120 units in both multi-story and townhome structures.

Outlot 1-A site offering an adjacent private parcel land assembly right on Copeland Avenue, flanked by new infrastructure on the north, south and west sides. With the land assembly, the parcel offers a full city block of 1.63 acres and flexible zoning for either residential, commercial or mixed use projects. Copeland/US 53 is a major gateway to the City's downtown and offers bus service and traffic counts of over 30,000 AAWDT. Land Aseembly would likely occur as part of the structured public-private partnership and needs of the proposing developer.

Marsh Lane Parcel: A recently acquired expansion of the development on the project's northern edge, the parcel offers frontage on both Marsh Lane and Causeway boulevard. This parcel contains approximately 1 acre with lot dimensions of 308'x150'. This parcel is expected to be adjacent to Red Earth's condominium townhomes on parcels 3 and 4.

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Option Consideration Requirements

If you are interested in one, two, or all three development opportunities, please submit the following information via e-mail by no later than September 1, 2025 to the attention of:

JBG Planning

c/o Jason Gilman, AICP
Project Manager
River Point District
jbgplanning@outlook.com

Required Submittals:

- 1. Letter of Interest with lot number/s, firm's name including partners and contact information
- 2. Firm Qualifications and project examples illustrating similar project experience
- 3. Team/personnel information and bios
- 4. Proposed concept and narrative for site/s including any innovations or unique project approach details
- 5. Proposed timeline for development and construction commencement

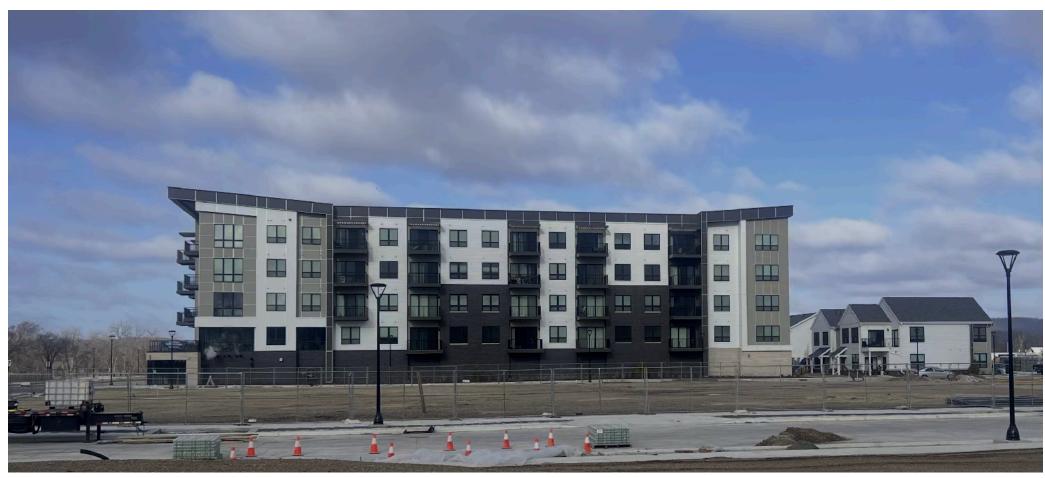
Upon reciept of this information, the City of La Crosse Redevelopment Authority will consider your request for a possible option on the site. Options are typically granted for an initial term of 6 months for \$10,000.00 with the possibility of up to a 12 month extension for \$5,000.00. Note that the option is a committeent to the public private partnership, allowing the debveloper time to plan the site in accordance with the River Point District PDD with confidence towards an eventual real estate closing and construction.

Current Development Photography















From upper left: War Eagle, Lot 10, The
Driftless on River Point Drive,
RyKey's Lot 8 Lofts.
Lower Left: MSP's The Driftless, Streetscape
Improvements, Driftless Townhomes, Aerial of
the Driftless from 2024.

16

Project Contacts

Jason Gilman

Project Manager 608-304-5336

jbgplanning@outlook.com

Tim Acklin, AICP

Planning Administrator 608-789-7391 acklint@cityoflacrosse.org

Andrea Trane

Director of Planning, Development and Assessment 608-789-8321 tranea@cityoflacrosse.org





City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0838

Agenda Date: Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Extension to the Option to Purchase Agreement

This extension is made to be effective as of July 26, 2025 by and between the Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the "RDA"), and Roush Rentals, a limited liability company, having its office at 707 La Crosse St. Ofc 102 La Crosse, WI 54601, (hereinafter "DEVELOPER").

On January 18, 2024 and June 27, 2024 the parties entered into the Option to Purchase Agreements ("Agreement") for lots 1 and 2 respectively, with the ability to extend the terms if mutually agreed upon.

NOW, THEREFORE, the parties mutually agree and state as follows:

- The RDA agrees to award the developer an Extended Term of six (12) months, effective July 26, 2025.
- 2. The DEVELOPER agrees to pay an additional Five Thousand Dollars (\$5,000) for each parcel: Ten Thousand Dollars (\$10,000) total, an amount agreed upon in the initial agreement.

Redevelopment Authority of La Crosse		
Adam Hatfield, Chair		
Andrea Trane, Secretary		
Developer		

Roush Rentals, LLC



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0725

Agenda Date: 6/25/2025 Version: 1 Status: Agenda Ready

In Control: Economic and Community Development Commission File Type: Review



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0732

Agenda Date: Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this 26 day of June, 2025 (the "Effective Date"), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the "RDA"), and FSDG LLC, a limited liability company, having its office at $1134\,\mathrm{N}\,9\mathrm{th}\,\mathrm{St}\,\#200$, Milwaukee, WI 53233 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space on Lot 6as depicted in Plat (hereinafter "Project Site"); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

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

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

- I. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an extended term expiring nine (9) months after the Effective Date for the Project Site (the "Extended Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses.
- 2. To secure the Extended Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00).
- Delay Termination. The RDA reserves the right to review proposals from other investors on Lot 6. Should a viable proposal be brought forward by another developer, the RDA may, in its discretion, inform the current option holder of the alternate proposal and at the time of the receipt of a complete alternate proposal, the RDA may require additional information and or guarantees from the current option holder based on the option holder's original proposal (RDA) illustrating the project is progressing to construction commencement as presented per the original presentation and subsequent updates by the developer to the RDA.

Should the option holder (developer), fail to provide an adequate guarantee of progress for the proposed development to the RDA, the RDA may terminate the option with a 30-day notice and return a prorated amount of the option fee to the developer.

4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due

diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. RDA shall endeavor to terminate any such licenses for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

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

- I) 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, the RDA 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 RDA, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with RDA, 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. RDA reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

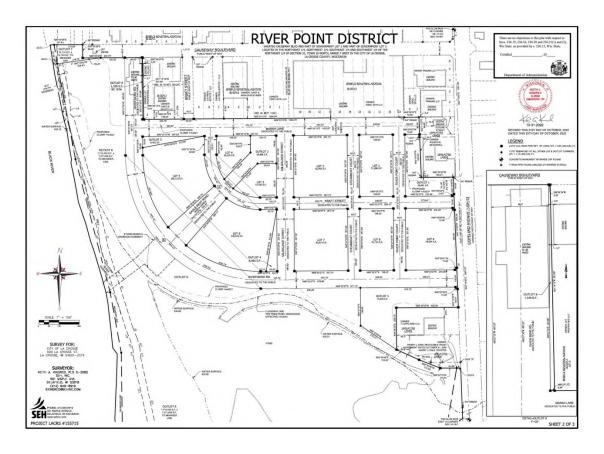
5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.

- 6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
- 7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council.
- 8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
- 9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
- 10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
- II. In the event that RDA may provide financial assistance to DEVELOPER, then DEVELOPER understands that RDA shall approve any final design plans as a condition of receiving any financial assistance from City of La Crosse. City of La Crosse financial assistance, if any, may be in the form of land write-downs, Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
- 12. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, RDA shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
- 13. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to RDA all environmental reports and studies, and surveys relating to the Project Site.
- 14. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify RDA in writing of the termination.
- 15. In the event the RDA determines, in its reasonable judgment, that the DEVELOPER is not meeting its obligations under this Agreement, then the RDA may terminate this agreement and shall notify the DEVELOPER of this termination in writing.

16.	RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.			
IN WITNE	SS WHEREOF,			
this Agreer	ment has been duly executed as of th	e Effective Date.		
		Adam Hatfield, Chair		
		Andrea Trane, Executive Director/Secretary		
		[DEVELOPER]		
		Name, Title		

EXHIBIT A

PLAT



PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this 26 day of June, 2025 (the "Effective Date"), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the "RDA"), and FSDG LLC, a limited liability company, having its office at 1134 N 9th St #200, Milwaukee, WI 53233 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space on Lot 6as depicted in Plat (hereinafter "Project Site"); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

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

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

- I. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an extended term expiring nine (9) months after the Effective Date for the Project Site (the "Extended Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses.
- 2. To secure the Extended Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00).
- 3. RDA, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
- 4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. RDA shall endeavor to terminate any such licenses

for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

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

- I) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
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- 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, the RDA 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 RDA, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with RDA, 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. RDA reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

- 5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.
- 6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
- 7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council.

- 8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
- 9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
- 10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
- II. In the event that RDA may provide financial assistance to DEVELOPER, then DEVELOPER understands that RDA shall approve any final design plans as a condition of receiving any financial assistance from City of La Crosse. City of La Crosse financial assistance, if any, may be in the form of land write-downs, Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
- 12. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, RDA shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
- 13. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to RDA all environmental reports and studies, and surveys relating to the Project Site.
- 14. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify RDA in writing of the termination.
- 15. In the event the RDA determines, in its reasonable judgment, that the DEVELOPER is not meeting its obligations under this Agreement, then the RDA may terminate this agreement and shall notify the DEVELOPER of this termination in writing.
- 16. RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.

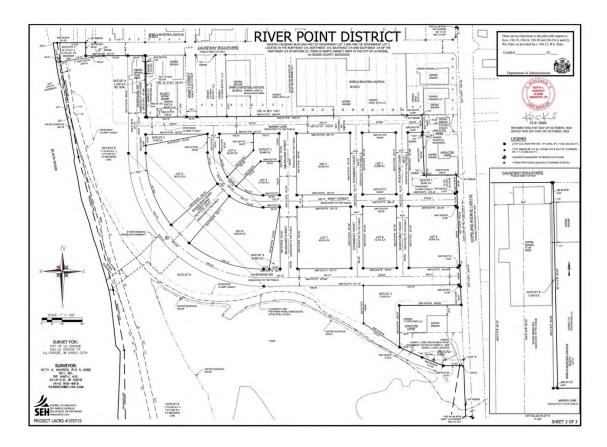
IN WITNESS WHEREOF,

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

Adam Hatfield, Chair
Andrea Trane, Executive Director/Secretary
[DEVELOPER]
Name, Title

EXHIBIT A

PLAT





City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 25-0839

Agenda Date: Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

Extension to the Option to Purchase Agreement

This extension is made to be effective as of July 26, 2025 by and between the Redevelopment Authority of La Crosse ("RDA") and RyKey Properties, a Limited Liability Company, ("DEVELOPER").

On April 28, 2023, the parties entered into the Option to Purchase Agreement for Lot 9 River Point District ("Agreement"), with a 9 month extension in October, 2023 and a subsequent 12 month extension from July, 2024 to July, 2025, with the ability to extend the term if mutually agreed upon.

NOW, THEREFORE, the parties mutually agree and state as follows:

- 1. The RDA agrees to award the developer an Extended Term of twelve (12) months, effective July 26, 2025 to July, 26, 2026.
- 2. The DEVELOPER agrees to pay an additional Five Thousand Dollars (\$5,000), an amount determined by the RDA for a fourth extension.

Redevelopment Authority of La Crosse Adam Hatfield, Chair		
Andrea Trane, Secretary		
Developer		
RyKey Properties, LLC		