

**CITY OF LA CROSSE, WISCONSIN  
CITY PLAN COMMISSION  
REPORT  
July 14, 2015**

➤ **AGENDA ITEM – 15-0649 (Amy Peterson)**

AN ORDINANCE to amend Section 115-110 of the Code of Ordinance of the City of La Crosse by transferring certain property from the Special Multiple District to the Planned Development District - General and Special Multiple District to the Planned Development District – Specific allowing for rental housing.

➤ **ROUTING:** J&A Committee

➤ **BACKGROUND INFORMATION:**

The Subject Ordinance would transfer the properties depicted on attached **MAP PC15-0649** from the Special Multiple District and the Planned Development District – General to the Planned Development District - Specific. The project is a mixed use development that would include 57 units of student housing (170 bedrooms), and just over 5,600 SF of commercial space. The building would be located on the corner of 13<sup>th</sup> and Badger Streets.

Thirty-nine parking spaces are located on the first floor of the building and 47 will be located on a surface lot that fronts La Crosse Street. 100 spaces are proposed to be supplied through a partnership between the Developer and the University of Wisconsin – La Crosse. The Developer is also requesting that the south side of Badger Street and three spaces on 13th Street N be changed to 30 minute parking.

The City of La Crosse has already approved realigning 13<sup>th</sup> Street N to the east for the project, as well as the development agreement and demolition of existing properties. A site plan for the project is attached. The applicant has stated that if the two properties located between the proposed building and the surface lot on La Crosse Street become available in the future, then a Phase II of the development may be considered and could include an additional building and parking, with the building fronting La Crosse Street.

➤ **GENERAL LOCATION:**

Between Kwik Trip and the UWL Health Science Center; East of West Avenue and South of La Crosse Street.

➤ **RECOMMENDATION OF OTHER BOARDS AND COMMISSIONS:**

Aguilera project approvals:

- Common Council approved the general rezoning plan on 3/12/15.

- Common Council approved the development agreement on 4/9/15.
- Common Council approved the right of way vacation, and the conditional use permits for demolition on 6/11//15.

➤ **CONSISTENCY WITH ADOPTED COMPREHENSIVE PLAN:**

This project is consistent with the Comprehensive Plan as this area is designated as High Intensity Retail, Office, or Housing on the Future Land Use Map.

This development is consistent with the Comprehensive Plans Neighborhood and Housing Element, specifically with the following Objectives:

Objective 2: Improve Architecture and Urban Design

Number 7: Vertically-Mixed Land Use – promotes mixed use development in downtown and near the colleges and medical centers.

Objective 9: Housing Options

Number 5: High density housing – encourage high density housing near downtown, colleges and medical centers.

➤ **PLANNING RECOMMENDATION:**

Staff is in full support of developing a mixed use project at this site, as it will provide quality student housing options in close proximity to the UW-L campus as well some neighborhood commercial. Having the landlord's offices located within the building will also help provide additional oversight and security for tenants. The proposed development is of high quality and will potentially work to pull students from neighborhood rentals into this project. Staff's main concern with the project is the parking.

In the application letter, the applicant has requested four waivers for the project:

1. *Waiver of the commercial off-street parking requirement for the proposed retail space.* The current calculated parking need for the retail space is 12, but this is based on raw square footage without buildout. Typically final required parking would be about half, or 6 spaces. Staff acknowledges that a café will likely be staffed and used by students in the building or those walking/biking past. However, with the potential for nearby on street parking going to 30 minutes (request by applicant), there would be few to no options for customers driving by vehicle to patronize the café. The applicant has 16 parking spaces available beyond the required 170 beds, and those 16 should be dedicated to the commercial and office portions of the property. Staff's view is that once buildout is complete those 16 spaces will meet the parking requirement for the commercial and office space. At this point in time, staff deems this waiver unnecessary and does not recommend approval.
2. *Waiver of driveway connection to 13<sup>th</sup> Street N while having alley access.* Covered

surface parking is an amenity for this development and the circulation pattern for that parking includes a one-way entrance from 13<sup>th</sup> Street and a one-way exit to the alley. Staff does not have any issues with this waiver and recommends approval.

3. *Waiver to provide outdoor recreation space at ground level.* The outdoor recreation space for this development is provided on the second level as a community courtyard that will include a grill, gathering spaces and plantings. Staff recommends approval of this waiver.
4. *Waiver to provide all off street parking lots on the same lot as the principle structure.* Only 39 of the required parking spaces for this development are located on the same lot as the principle structure. This leaves 47 spaces on a surface parking lot just to the north of the development (with two homes in between), and 100 spaces to be located at UW-L. While not ideal, the developer discussed this with the City from the beginning and Council approved the preliminary development concept based on this premise. The developer has stated that his future intent would be to further develop the area to the north of the building and find improved parking solutions for both developments. Staff recommends approval of this waiver.

Attached is the parking agreement between Aguilera, LLC and UW-L which provides for a fifteen year agreement with three extensions of five years each, for a total potential of 30 years.

These changes along with the already executed Developers Agreement for the project ensure that the currently required parking will be available for this development for a minimum of 15 years and potentially longer. It is staffs view that a number of changes/factors will come into play over those fifteen years. These include, potential phase II development of the project that will provide improved parking solutions for the development and the neighborhood; the trend of young people looking to live close to school and work and have less dependency on the single occupant vehicle will continue; that the City will continue to improve its transportation infrastructure so that it is increasingly easier to make the choice to use transit or bike/ped options over the single occupancy vehicle.

This Developer has discussed forward thinking options for future student housing development in the City of La Crosse. The Planning and Development Department needs to be proactive in the future in working to find alternative parking solutions that include code modifications, overlay districts, increased options and requirements for alternative modes of transportation, among others. As this City's downtown and student housing developments continue to leap forward, developers are asking City government to be proactive and to encourage developers to continue to invest in making this City greater.

Surrounding neighbors' concerns have included the lack of parking being required on site, the entrance to the parking lot off of La Crosse Street, and the proximity of the north parking lot to the adjacent property to the East. While staff understands the

concerns of the property owner to the east, staff does not have a strong recommendation for either a fence between the properties or the access from the La Crosse Street.

**Staff recommends approval of this Ordinance with the following waivers, condition:**
























**1. Waivers to be approved:**

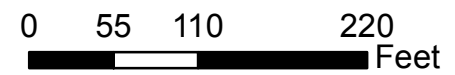
- a. *Waiver of driveway connection to 13<sup>th</sup> Street N while having alley access.*
- b. *Waiver to provide outdoor recreation space at ground level.*
- c. *Waiver to provide all off street parking lots on the same lot as the principle structure.*

**2. The condition prior to a building permit being issued: Aguilera, LLC and UW-L Parking Agreement is signed with a copy submitted to the City of La Crosse.**

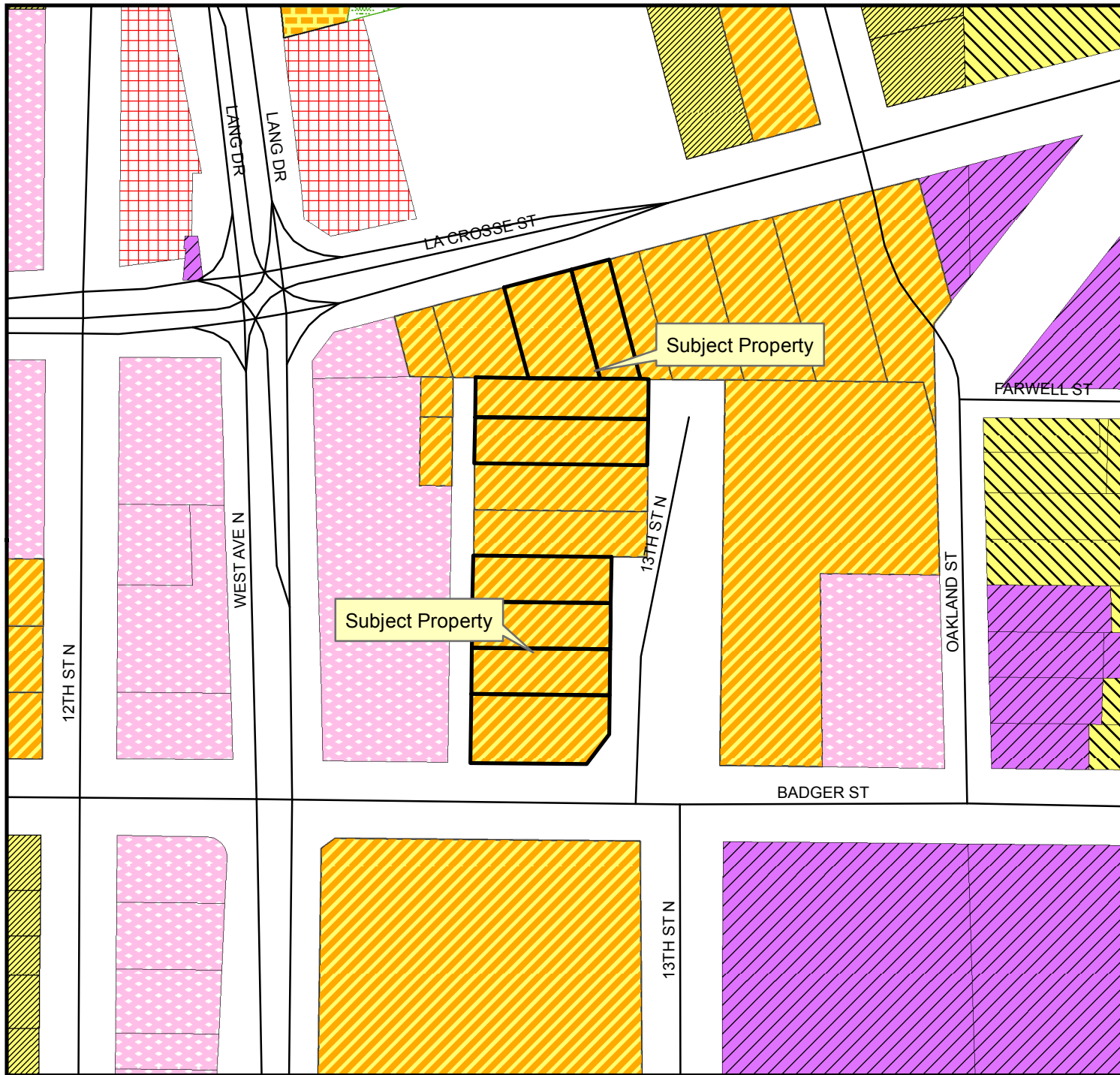


# BASIC ZONING DISTRICTS

-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL
-  M2 - HEAVY INDUSTRIAL
-  PS - PUBLIC & SEMI-PUBLIC
-  PL - PARKING LOT
-  UT - PUBLIC UTILITY
-  CON - CONSERVANCY
-  FW - FLOODWAY
-  A1 - AGRICULTURAL
-  EA - EXCLUSIVE AG
-  City Limits
-  SUBJECT PROPERTY

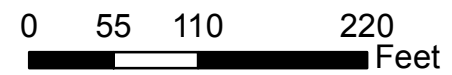






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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter “Agreement”) is made by and between Aguilera Development, LLC, a Wisconsin limited liability company (hereinafter “Aguilera Development” or “Party”) and University of Wisconsin – La Crosse (hereinafter “UW-L” or “Party”) (collectively hereinafter “Parties”).

### RECITALS

WHEREAS, Aguilera Development is in the process of designing, obtaining the necessary governmental approvals for, and constructing a commercial building and improvements for infill development of high-density housing, office space, and rental space in the “Goose Town Neighborhood” (herein “Project”) on the real estate located at 13<sup>th</sup> and Badger Streets, La Crosse, Wisconsin; and

WHEREAS, the building containing the residential housing units in the Project will be named “Aguilera”; and

WHEREAS, UW-L and Aguilera Development desire to ensure that up to one hundred (100) students enrolled at UW-L that are tenants of Aguilera will receive a UW-L issued, on-campus overnight parking pass; and.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations and commitment contained herein, the Parties agree as follows:

### I. AGUILERA DEVELOPMENT’S OBLIGATIONS

A. During the term of this Agreement, Aguilera Development shall pay to UW-L a Parking Permit Fee of Twenty Dollars (\$20.00) per month for each Parking Permit issued to a tenant of Aguilera Development. The minimum Parking Permit Fee payable by Aguilera Development to UW-L annually shall be the equivalent of fifty (50) annual Parking Permit Fees (12 x monthly Parking Permit Fee x 50). As an example, the minimum fee for the first year of this Agreement would be Twelve Thousand Dollars (\$12,000.00).

B. Each year on the anniversary date of the Effective Date, the Parking Permit Fee shall be increased by the increase in the Consumer Price Index (Midwest Region, All Urban Consumers) since the previous anniversary date of the Effective Date.

C. Aguilera Development shall provide UW-L with written notice of the date upon which residential units in Aguilera are available for occupancy. The date of availability identified in the notice shall be the Effective Date under this Agreement.

D. Aguilera Development shall provide known UW-L student residents of Aguilera, as part of its lease package, a copy of the UW-L Aguilera Parking Permit Policy (herein “Policy”) promulgated by UW-L pursuant to Section II of this Agreement.

E. Upon UW-L’s written request, Aguilera Development will provide written verification that a Parking Permit applicant is a tenant of Aguilera.

## **II. UW-L OBLIGATIONS**

A. UW-L shall establish the Policy for enrolled UW-L students that reside at Aguilera. The maximum number of Parking Permits that UW-L shall have outstanding at any one time pursuant to the Policy shall be one hundred (100). The Parking Permit Fees charged to UW-L students pursuant to the Policy shall be consistent with those parking permit fees charged to other UW-L parking facilities.

B. An Aguilera tenant validly holding a Parking Permit pursuant to the Policy shall be entitled to park one motor vehicle in UW-L designated parking areas twenty-four (24) hours a day and seven (7) days a week. A Parking Permit issued pursuant to the Policy shall be valid for a twelve (12) month period.

C. Eligible UW-L students shall be solely responsible for applying for the Parking Permit, paying all applicable fees, and complying with applicable rules created by UW-L related to the Parking Permit issued pursuant to the Policy.

D. UW-L may modify the terms and conditions applicable to the Policy applicable to the student participants as UW-L deems appropriate at its sole and absolute discretion.

## **III. TERM**

A. The term of this Agreement shall commence on the Effective Date, and remain in full force and effect for fifteen (15) years following the Effective Date.

B. Aguilera Development shall have the option to extend this Agreement for three (3) extension terms of five (5) years each. Aguilera Development may exercise each extension option by providing UW-L with written notice at least one hundred twenty (120) days prior to the expiration of the then in effect term or extension term.

C. Commencing on the nineteenth (19<sup>th</sup>) anniversary of the Effective Date, either Party may terminate this Agreement upon twelve (12) calendar months advance written notice to the other Party. Any notice of termination delivered by either Party pursuant to this Section shall be copied to: City of La Crosse, Attn: City Attorney, 400 La Crosse Street, La Crosse, WI 54601.



#### IV. ADDITIONAL PROVISIONS

A. This Agreement and any dispute arising from or related to this Agreement shall be governed by the law of the State of Wisconsin, without regard to the conflicts of laws provisions thereof.

B. All notices or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses:

Aguilera Development:      Aguilera Development, LLC  
   Attn: Managing Member  
   119 N. 19<sup>th</sup> Street  
   La Crosse, WI 54601

UW-L:                              University of Wisconsin – La Crosse  
   Attn: Robert J. Hetzel  
   Vice Chancellor for Administration & Finance  
   233 Graff Main Hall  
   1725 State Street  
   La Crosse, WI 54601

or such other place as such Party may subsequently designate in writing.

Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

C. Aguilera Development may assign this Agreement to any purchaser of the Aguilera Project, such that this Agreement shall run with the real estate and improvements that are a part of the Project. Except as provided in this Section, neither Party shall assign this Agreement to any third party without the other Party's prior written consent. Any assignment in violation of this Section is void.

D. This Agreement constitutes the entire Agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement, shall be binding on either Party unless in a writing signed by both Parties' authorized representatives.

***[signature page follows]***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, each constituting an original, by their duly-authorized representatives.

**AGUILERA DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Name: Marvin W. Wanders  
Title: Managing Member  
Date: June \_\_\_\_\_, 2015

**FOR THE BOARD OF REGENTS OF  
THE UNIVERSITY OF WISCONSIN  
SYSTEM ON BEHALF OF THE  
UNIVERSITY OF WISCONSIN –  
LA CROSSE**

By: \_\_\_\_\_  
Name: Robert J. Hetzel  
Title: Vice Chancellor for  
Administration & Finance  
Date: June \_\_\_\_\_, 2015