



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final Redevelopment Authority

Thursday, April 23, 2026

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 type the URL in your web browser address bar:

<https://cityoflacrosse-org.zoom.us/j/83060131598?pwd=rPgJk1KHjqM7wooFEB8SreAJG8BmE0.1>

Meeting ID: 830 6013 1598

Passcode: RDA26

Dial by your location: +1-646-558-8656

If attending virtually and you wish to speak, contact the Department of Planning and Development 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 and Development, 400 La Crosse Street, La Crosse WI 54601. Questions? Call 608-789-7512.

Call to Order

Roll Call

Approval of Minutes

Agenda Items:

1. [26-0437](#) Monthly Project Manager update for River Point District - April 2026.
2. [26-0436](#) Approval of CSM submittal for Lot 11.
3. [26-0441](#) Consideration and possible action on Planning Option Agreement with RyKey Properties for Lot 11 - Lot 1 of the CSM.
4. [26-0439](#) Consideration and possible action on Planning Option Agreement with Capital Investment Partners, LLC for Lot 11 - Lot 2 of CSM.
5. [26-0440](#) Consideration and possible action on Planning Option Agreement for Lot 12 with Capital Investment Partners, LLC.
6. [26-0414](#) Monthly financial update of the Redevelopment Authority - April 2026.

7. [26-0428](#) Resolution approving purchase offer from 7 Copeland, LLC for parcels 17-20400-210 and 17-20400-234.
(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.)
8. [26-0442](#) Consideration and possible action on a Preliminary Term Sheet for public assistance to RyKey Properties for the development of Lot 11 in River Point District into a multi-story building with approximately 60 general occupancy rental units.
(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.)

Adjournment

Redevelopment Authority Members:

Adam Hatfield, Edward Przytarski, Gus Fimple, Phil Ostrem, Michael Signman, Julie Henline and Barb Janssen

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.



City of La Crosse, Wisconsin

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400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0437

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Status Update

Agenda Number: 1.



The Lofts at Lot 8, RyKey Properties, River Point District, April, 2026

River Point District

Project Management Report-April, 2026

JBG Planning LLC

Contents

Project Management Update-April, 2026

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 Panels showing future infrastructure phasing and project schedules and plat

Section 4.

A. Contacts for Residents and Developers

Section 5.

A. 2025 Year End Report

Monthly Activity Summary

Investor/developer activity

Since last RDA Meeting:

1. Coordination with developers for lots 1,2, 3, 4, 5, 11, 12, 13 and outlot 5.
2. Coordination with RyKey on Major Employer contacts-Newly released information from the La Crosse Chamber
3. Coordination with 360 Real Estate on 2025-2026 Schedule and offer to purchase lot 13 and outlot 5.
4. Coordination on commercial tenant prospects with developers-communications with Red Earth
5. Coordination on Renter Equity programs and LCF Grant (Grant Awarded) , meetings with housing agencies, financial management firms, employers (Mayo and Trane)
6. Coordination with CapVest on development protocols
6. Option drafting for lots 11, 12, 3, 4 and 5

Option Agreement status:

RyKey Lot 8 Sold

RyKey: -Extension approved for Lot 9 Gateway Commons for 12 months to July, 2025-Extension Granted for 12 months to July, 2026.

360: April 27-April 27, 2024 (12 months)-Approved a 12 month extension to August, 2025-Option Extension granted for 9 months to May, 2026.

Lot 6 Option-Draft complete for MSP-Option for 6 months executed

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-On Hold

RyKey, Lot 11 Awarded, Lot 12 Pending Signatures-Revisions submitted to accomodate CapVest development

Lots 1 and 2 Pending Approval, March 2026 RDA Meeting

Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Fielding inquiries from interested investors and future residents-missing middle housing
- Field progress photography and coordination on BVisions Videography Project
- Energy systems coordination for possible joint parkway-development use
- Telephone Inquiries from developer/investors and prospective residents
- Ongoing communications with new investor on RFEI land opportunities
- Updating Smartsheet database on construction schedule
- LCF Grant Award Coordination and meetings with major employers
- ULI Spring Meeting coordination
- Engaged UW Department and student on health performance metrics and impending study-phase two underway

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. Concrete monolith meeting with Braun Intertec.-Also concrete monolith issues
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. Construction inflation, tariff impacts, interest rates, external economic factors, financial structures.
8. Lot 12 Concrete Monolith

Opportunities:

9. Continue to market the development opportunities -RFEI issued and developer communications underway
10. Costs of parks/recreation improvements should be coordinated with grant application opportunities
11. La Crosse Community Foundation Social Investment Interests, Renter Equity Grant
12. Potential for renter equity programs and partnerships
13. Ground or building lease opportunities for RDA (to be discussed on case by case basis)
14. Public Private partnerships for Public Parking and/or programmable interior/exterior community spaces
15. Marina partners/leases
16. Discuss maintenance strategies to keep RPD looking good and possible future NID transition-Possible tie to the marina/slips maintenance program
17. Neighborhood Improvement District
18. Lot 12 creative use of real estate

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

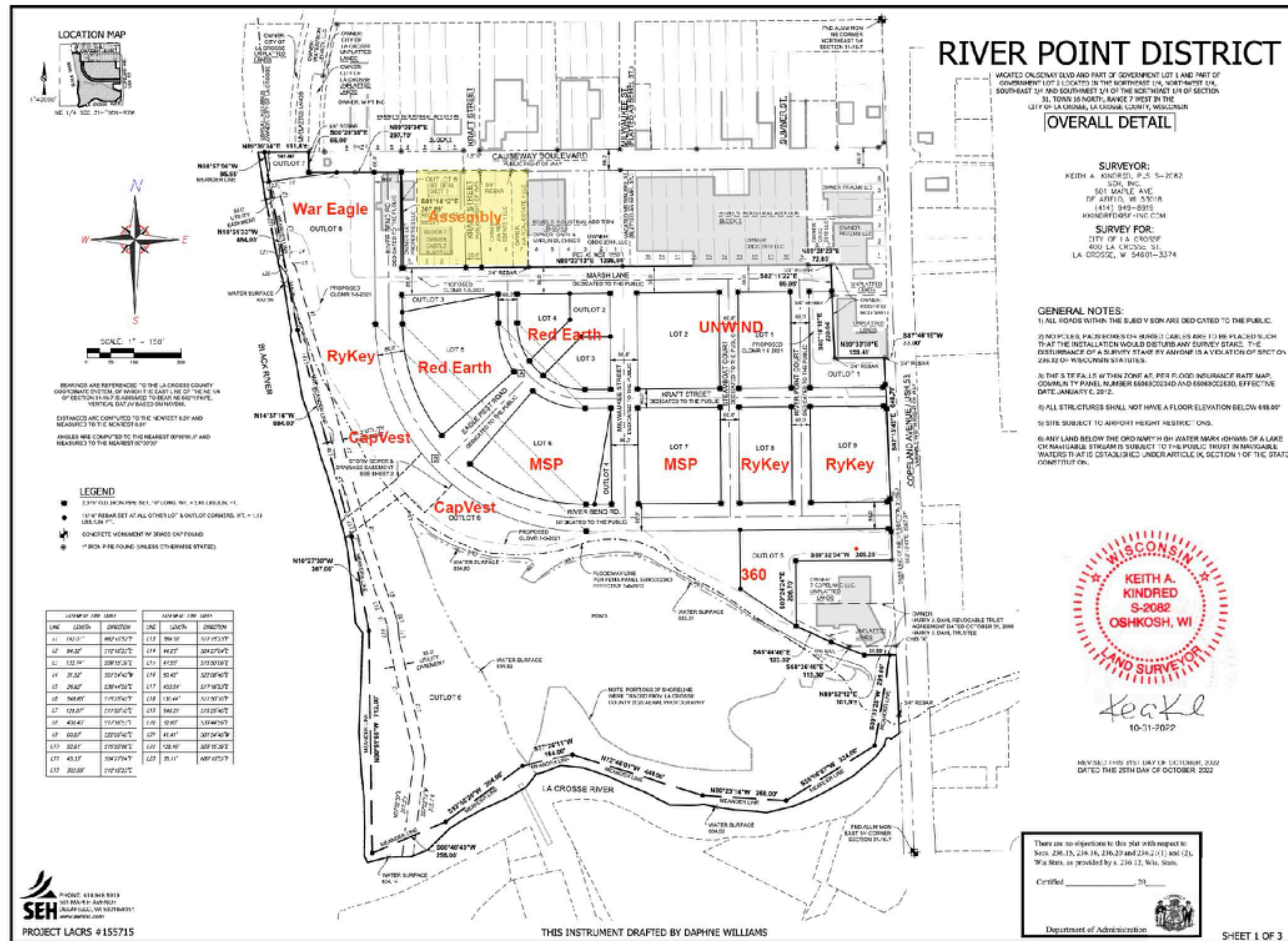
Meetings with both currently engaged investors and prospective investors are underway by JBG Planning LLC. Since some of these meetings involved RDA negotiations, communications on these meetings will need to be handled in closed session.

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



Option Agreement status:

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Lot 6 Option -MSP Option Pending

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

Lots 1, 2 UnWind Property Management, 6 Months-April 2026-October, 2026.

Lot 11 awarded to RyKey-6 months to June, 2026-Revision Pending

Lot 11 CapVest-Pending

Lot 12 CapVest-Pending

2026 Housing and Space Proposed

River Point District, 2026

Housing Proposed by Parcel

Lot 8, RyKey Development:

52-1 bdrm
4-2 bdrm
56 Units

Lot 1 and 2-UnWind Property Management

42 Townhomes

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-Option Signed with MSP

165-180 Units, 55 and older market rate
Mix Pending

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 -CSM Lot 1RyKey

Details Pending

LOT 11 -CSM Lot 2 CapVest

Restaurant Commercial

LOT 12 CapVest

Commercial Support

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 01-2026

963 with more detail to come on Lots 11, 12, 1 and 2.

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 negotiate with potential tenants for to-suit space

Project Metrics

Social, Environmental, Economic and Cultural Outcomes by Project

JBG Planning LLC has developed a tool to assist the RDA in its 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. Under the Direction of Andrea Trane, JBG Planning has currently engaged UW La Crosse in studying the health impacts/metrics of the River Point District Development.

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



RyKey The Lofts, April, 2026



War Eagle-April 2026

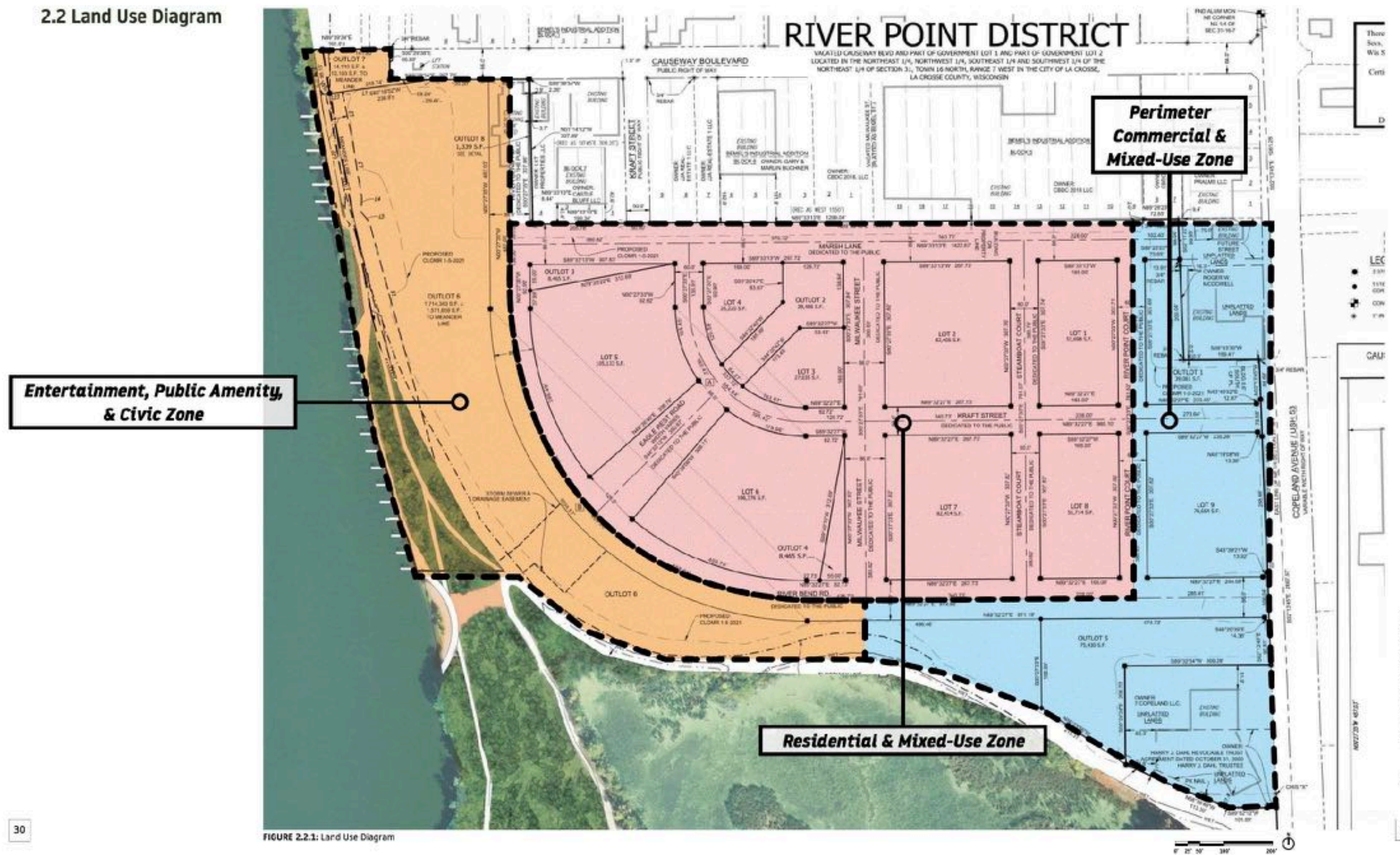
Appendix

PDD General Land Use Map-Newly Revised

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

2.2 Land Use Diagram



Appendix

PDD General Land Use Map-Newly Revised

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

2.3 Development Summary

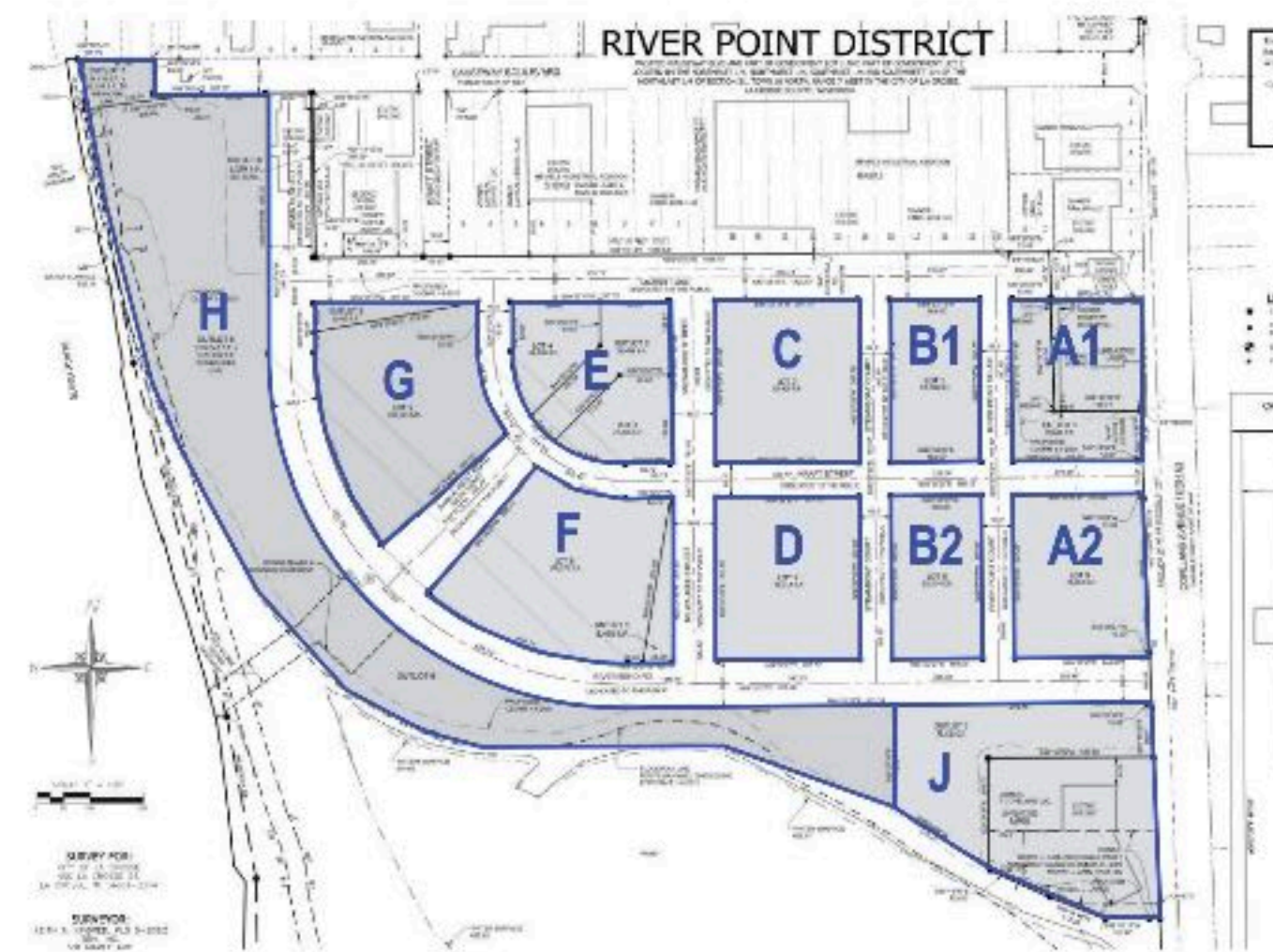
The development summary below outlines the approximate lot sizes, possible parking estimates, and potential building uses based on the conceptual masterplan illustrated in this PDD document. The below table in no way limits the use or size of individual buildings within the masterplan.

TABLE 2.3.1: Development Summary

Lot or Outlot	Approximate Square Footage	Approximate Acreage	Description
ZONE A1 - Perimeter Commercial & Mixed-Use 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 - Perimeter Commercial & Mixed-Use Zone			
LOT 9	76654	1.75	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 - Residential & Mixed Use Zone			
LOT 1	51,698	1.19	
ZONE B2 - Residential & Mixed Use Zone			
LOT 8	51,714	1.19	
ZONE C - Residential & Mixed Use Zone			
LOT 2	82405	1.89	
ZONE D - Residential & Mixed Use Zone			
LOT 7	82414	1.89	
ZONE E - Residential & Mixed Use Zone			
OUTLOT 2	28486	0.65	
LOT 3	27035	0.62	
LOT 4	26220	0.60	
ZONE F - Residential & Mixed Use Zone			
LOT 6	106376	2.44	
OUTLOT 4	8465	0.19	
ZONE G - Residential & Mixed Use Zone			
LOT 5	105133	2.41	
OUTLOT 3	8465	0.19	
ZONE H - Entertainment, Public Amenity, & Civic Zone			
OUTLOT 6	1714343	39.36	Entertainment, Public Amenity, & Civic. Mixed Use opportunities. Multi-family residential above retail.
OUTLOT 7	14110	0.32	
ZONE J - Perimeter 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	

*Acreages shown do not include public roadways or public green spaces.

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



General Development Plan

2.0

33

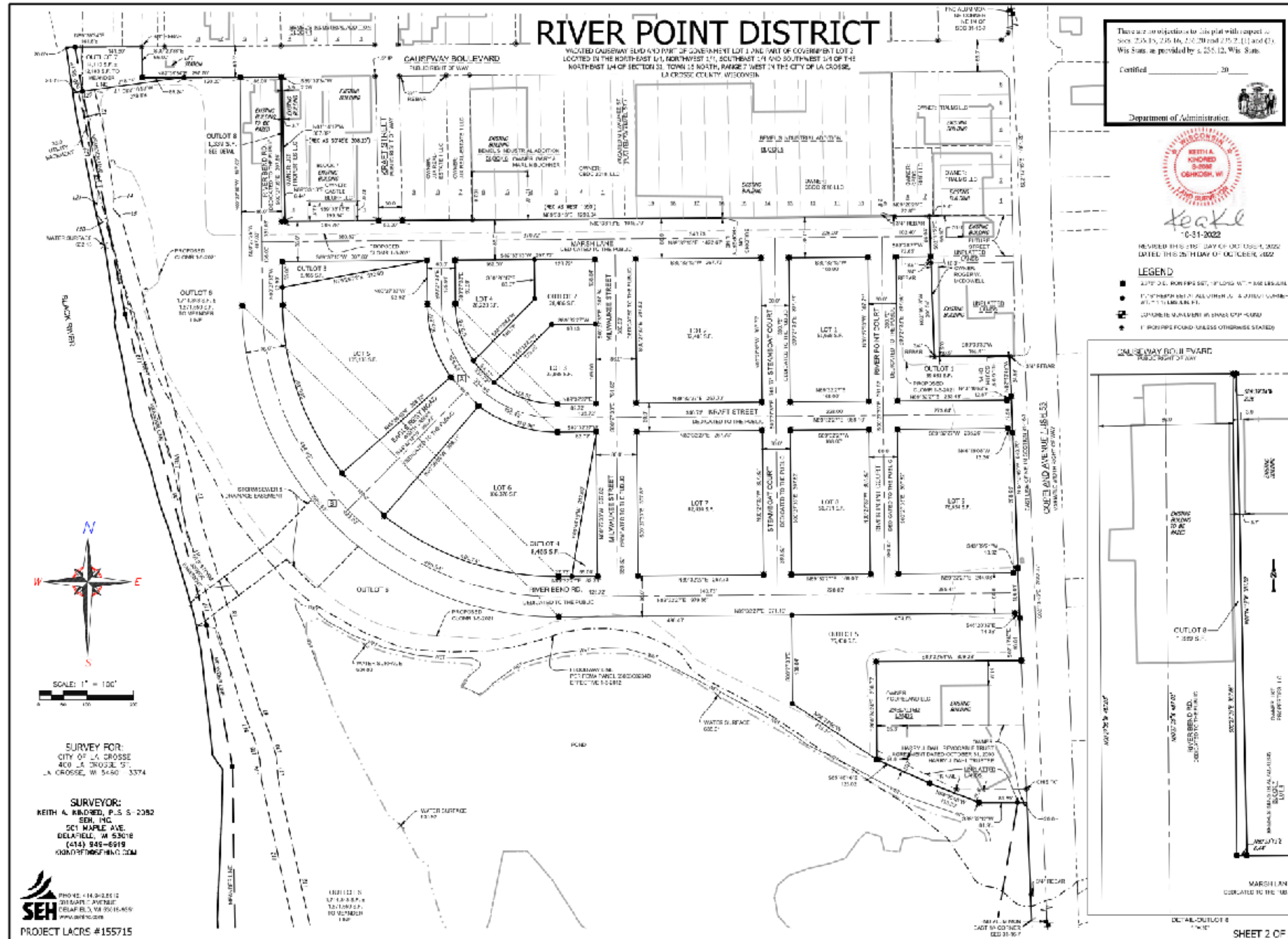
Appendix

PDD Master Plan-Reference Parcel Map

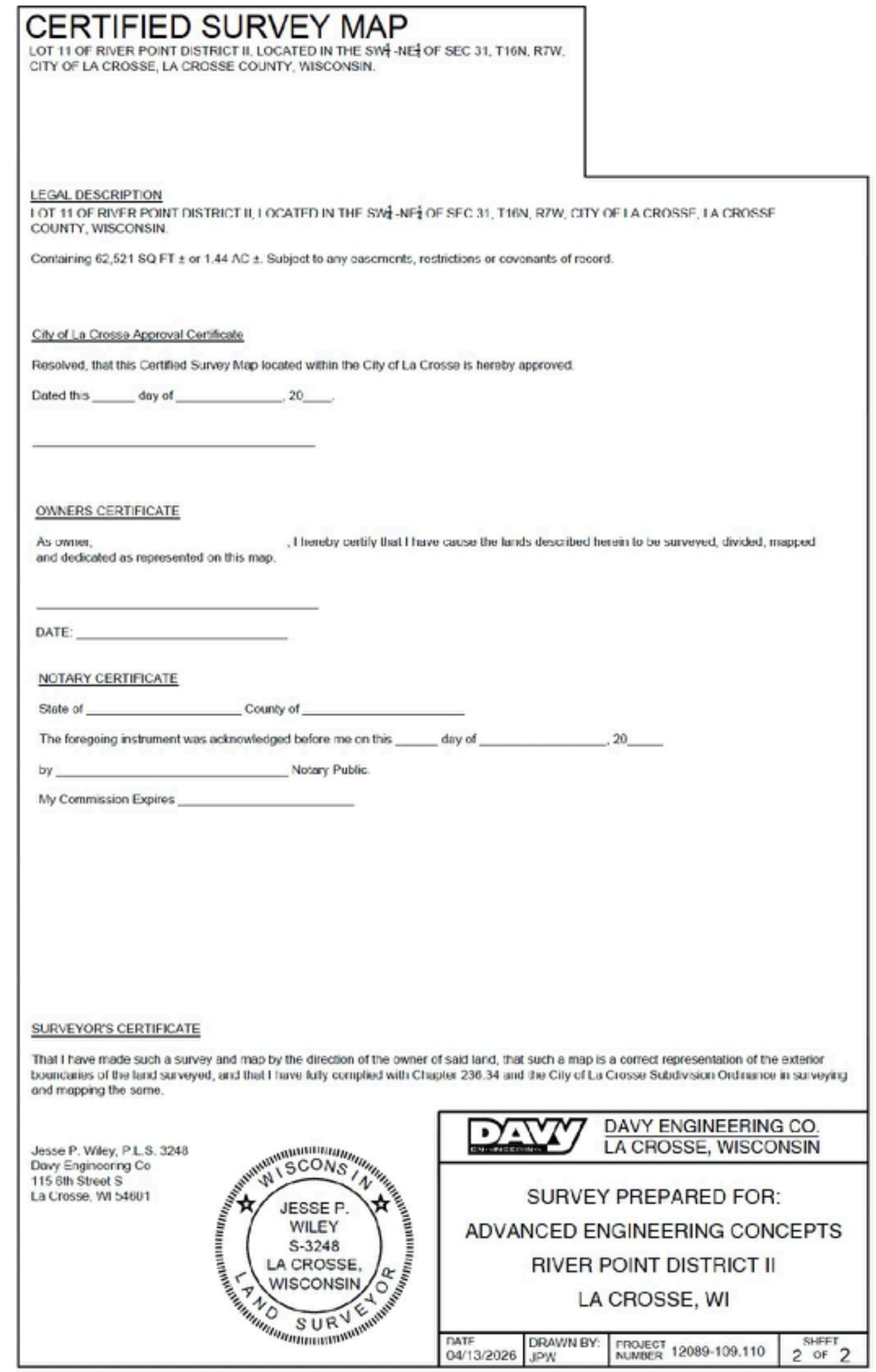
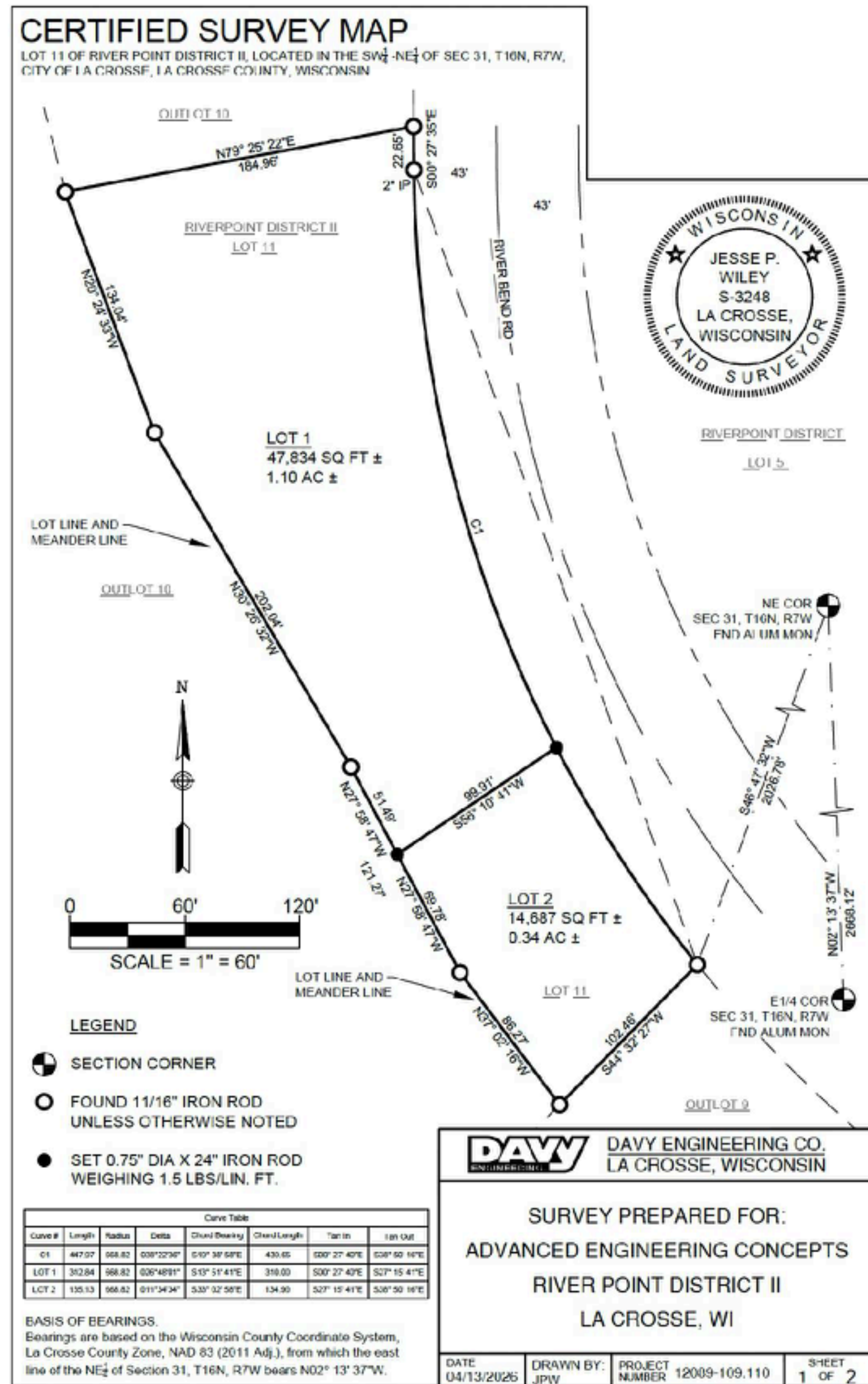
FIGURE 2.3.1: Site plan with labeled zones corresponding to the development summary.



Appendix-Plat Lot Size Map



Appendix-CSM-Lot 11



Cowboy Jacks Proposal (CapVest)



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: 26-0436

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

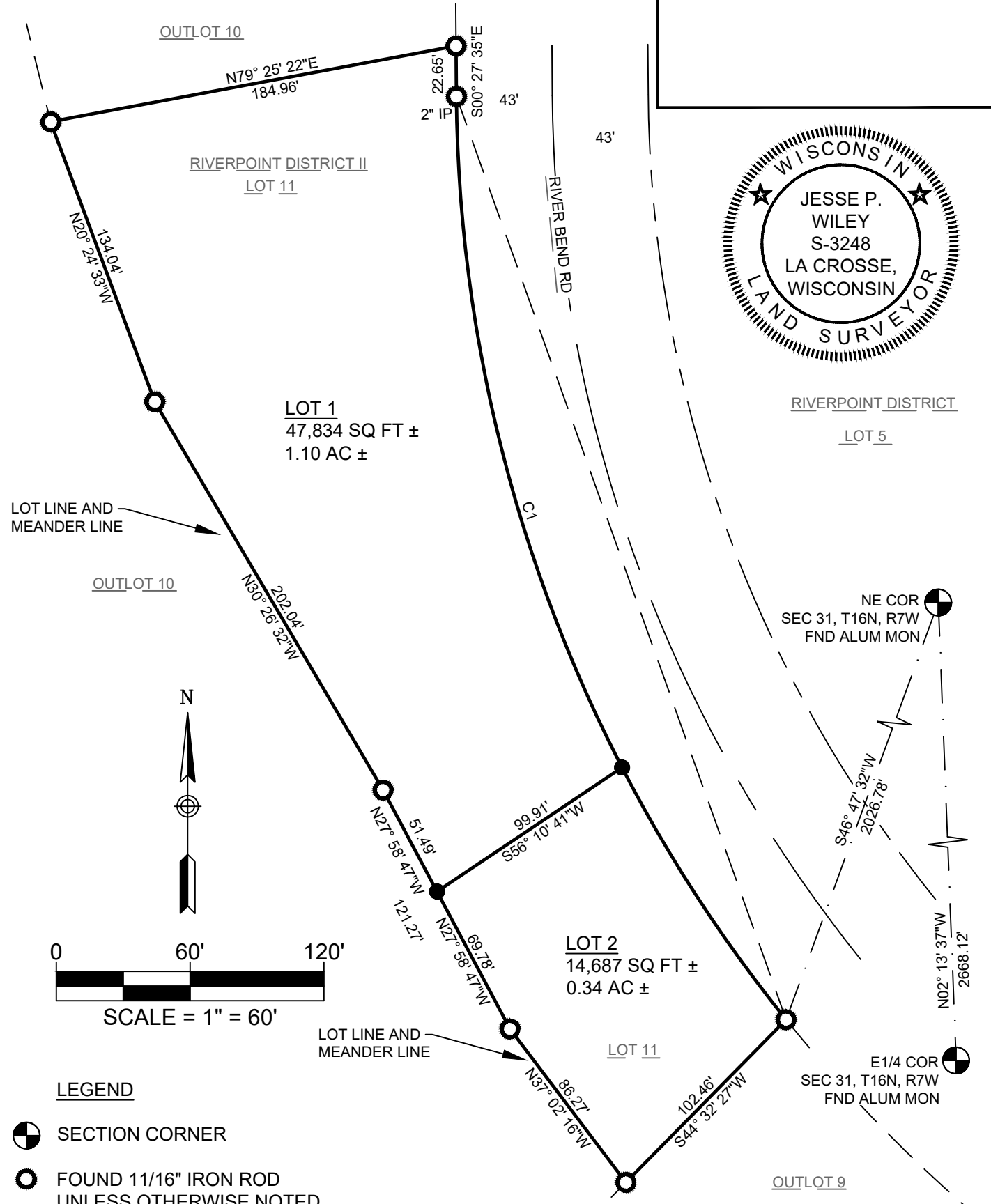
In Control: Planning & Development

File Type: Request

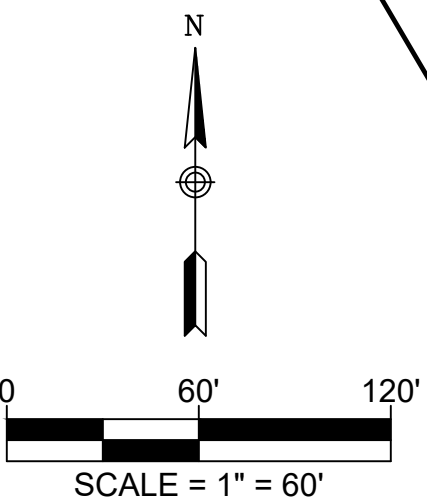
Agenda Number: 2.

CERTIFIED SURVEY MAP




LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN GOVERNMENT LOTS 1 & 2 OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.



RIVERPOINT DISTRICT
LOT 5



LEGEND

-  SECTION CORNER
-  FOUND 11/16" IRON ROD UNLESS OTHERWISE NOTED
-  SET 0.75" DIA X 24" IRON ROD WEIGHING 1.5 LBS/LIN. FT.

Curve Table							
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Tan In	Tan Out
C1	447.97	668.82	038°22'36"	S19° 38' 53"E	439.65	S00° 27' 35"E	S38° 50' 11"E
LOT 1	312.84	668.82	026°48'01"	S13° 51' 41"E	310.00	S00° 27' 35"E	S27° 15' 41"E
LOT 2	135.13	668.82	011°34'34"	S33° 02' 58"E	134.90	S27° 15' 35"E	S38° 50' 11"E

BASIS OF BEARINGS:
Bearings are based on the Wisconsin County Coordinate System, La Crosse County Zone, NAD 83 (2011 Adj.), from which the east line of the NE₁ of Section 31, T16N, R7W bears N02° 13' 37"W.



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE 04/21/2026	DRAWN BY: JPW	PROJECT NUMBER 12089-109.110	SHEET 1 OF 2
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CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN GOVERNMENT LOTS 1 & 2 OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN GOVERNMENT LOTS 1 & 2 OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

Containing 62,521 SQ FT ± or 1.44 AC ±. Subject to any easements, restrictions or covenants of record.

City of La Crosse Approval Certificate

Resolved, that this Certified Survey Map located within the City of La Crosse is hereby approved.

Dated this _____ day of _____, 20____.

OWNERS CERTIFICATE

As owner, _____, I hereby certify that I have cause the lands described herein to be surveyed, divided, mapped as represented on this map.

DATE: _____

NOTARY CERTIFICATE

State of _____ County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

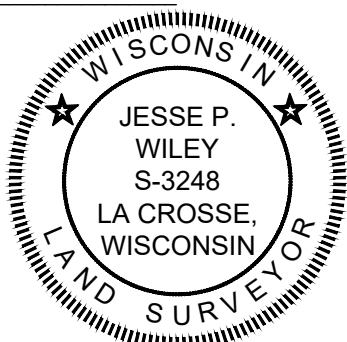
by _____ Notary Public.

My Commission Expires _____

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 and the City of La Crosse Subdivision Ordinance in surveying and mapping the same.

Jesse P. Wiley, P.L.S. 3248
Davy Engineering Co
115 6th Street S
La Crosse, WI 54601



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE
04/21/2026

DRAWN BY:
JPW

PROJECT
NUMBER 12089-109.110

SHEET
2 OF 2



CERTIFIED SURVEY MAP SUBMITTAL & REVIEW CHECK LIST

CSMs for lot splits into 3 parcels or more – CPC, J&A, Council Review & Approval
*Platting requirements must be waived. Chapter 113.
CSMs for lot splits (2 parcels) or alterations Department Review Only. Sec. 101-3

Extra-Territorial Review: BEFORE FILING WITH THE CITY, you must have both Town and County approvals. The Plan Commission may not consider any land division which did not have prior approval by the approving authorities for both the Town(s) and La Crosse County.

Town Board Approved: (date) La Crosse County Approved: (date)

To be completed by property owner/surveyor with submittal (*incomplete checklist may cause a delay in the review):

Current Tax Parcel Number(s): 17-20400-232

Map ID / Location: Humboldt Road

Surveyor: Jesse Wiley Phone No. 608 519 4494

Property Owner: Redevelopment Authority of La Crosse Email: jwiley@davyinc.com

Phone No. Email:

**Circle who should be called when CSM is ready for pick up - Surveyor or Property Owner.

I am the property owner of record, and I approve of this CSM:

(property owner signature)

*In lieu of owner's signature on this submittal checklist, you may provide written communication from property owner.

Purpose of CSM and intended outcome (or attach a letter explaining): to create 2 commercial lots

Have you worked with any other Department/staff person with regard to this CSM? If so, who?

No

Have you received any other decision with regard to this CSM from any City board, commission or committee?

If so, which one and when? No

To be completed by City Clerk at time of filing:

- 4/13/2026 Original Document for Signature. (Clerk will make a photocopy which is distributed for review.)
4/13/2026 Review Fee (cash, check payable to City of La Crosse or credit card with convenience fee)
Inv.# 207780 \$300.00 – First Application
\$150.00 – Reapplication of the same CSM
4/13/2026 Internal Review Routing & Email to County Surveyor. (Initiated by Clerk with complete filing.)
Original CSM Issued. (Upon approval, the original will be signed and available for pick up.)

To be completed by each Reviewing Department before the City Clerk will sign.

BUILDING AND INSPECTIONS APPROVAL

This Certified Survey Map is hereby approved by the Chief Inspector.

Dated this _____ day of _____, 20__.

Chief Inspector

Comments: _____

CITY UTILITIES (WATER – STORM – SEWER) APPROVAL

This Certified Survey Map is hereby approved by the City Utilities Office.

Dated this _____ day of _____, 20__.

Water Storm Sewer

Utilities Office

Comments: _____

ASSESSOR APPROVAL

This Certified Survey Map is hereby approved by the Assessor.

Dated this _____ day of _____, 20__.

Assessor

Comments: _____

ENGINEERING DEPARTMENT APPROVAL

This Certified Survey Map is hereby approved by the City Surveyor.

Dated this _____ day of _____, 20__.

Engineering/Surveyor

Comments: _____

PLANNING DEPARTMENT APPROVAL

This Certified Survey Map is hereby approved by the Planning Department.

Dated this _____ day of _____, 20__.

Planner

Comments: _____

COMMON COUNCIL APPROVAL, if required

Resolved that this Certified Survey Map is hereby approved by the Common Council of the City of La Crosse.

Dated this _____ day of _____, 20__.

Mayor (required only if signing off prior to expiration of veto period)

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of La Crosse.

Dated this _____ day of _____, 20__.

City Clerk

CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

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DATE: _____

NOTARY CERTIFICATE

State of _____ County of _____

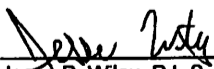
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

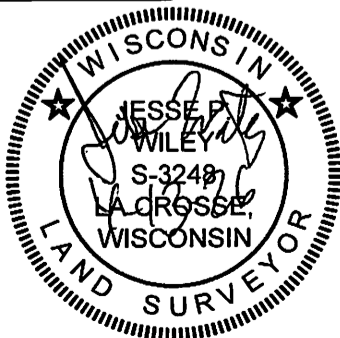
by _____ Notary Public.

My Commission Expires _____

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 and the City of La Crosse Subdivision Ordinance in surveying and mapping the same.


Jesse P. Wiley, P.L.S. 3248
Davy Engineering Co
115 6th Street S
La Crosse, WI 54601



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE
04/13/2026

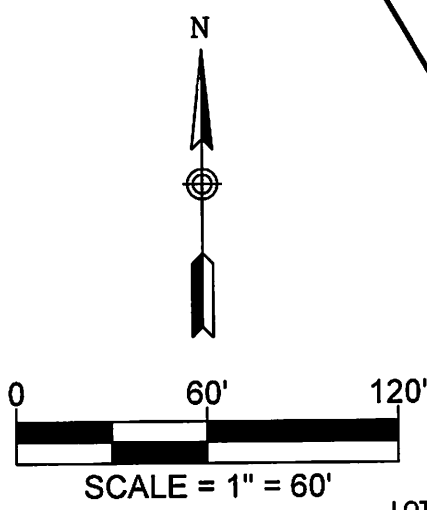
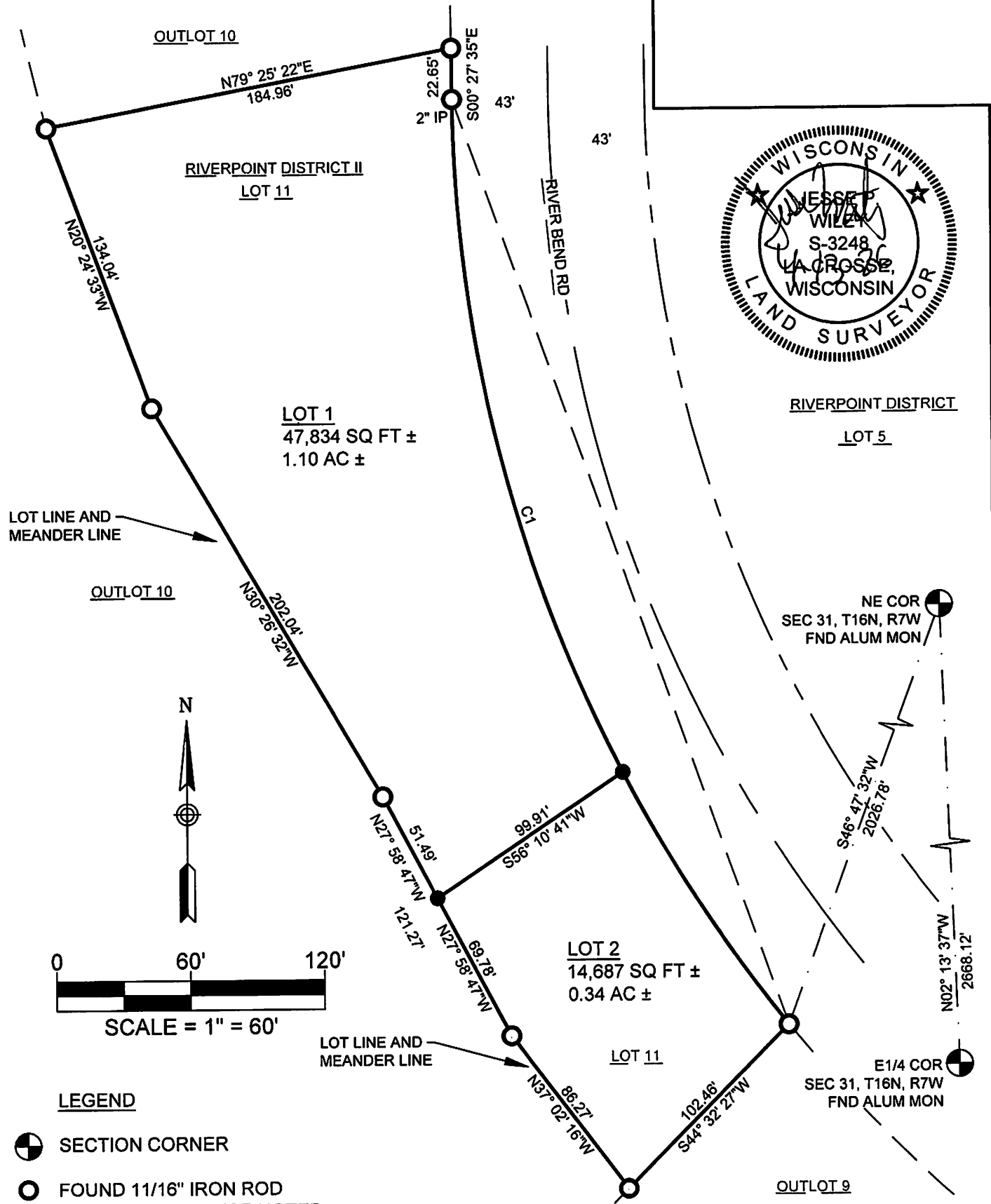
DRAWN BY:
JPW

PROJECT
NUMBER 12089-109.110




SHEET
2 OF 2

CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.




LEGEND

-  SECTION CORNER
-  FOUND 11/16" IRON ROD UNLESS OTHERWISE NOTED
-  SET 0.75" DIA X 24" IRON ROD WEIGHING 1.5 LBS/LIN. FT.

Curve Table							
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Tan In	Tan Out
C1	447.97	668.82	038°22'36"	S18°38'58"E	439.65	S00°27'40"E	S38°50'16"E
LOT 1	312.84	668.82	026°48'01"	S13°51'41"E	310.00	S00°27'40"E	S27°15'41"E
LOT 2	135.13	668.82	011°34'34"	S33°02'58"E	134.90	S27°15'41"E	S38°50'16"E

BASIS OF BEARINGS:
Bearings are based on the Wisconsin County Coordinate System, La Crosse County Zone, NAD 83 (2011 Adj.), from which the east line of the NE $\frac{1}{4}$ of Section 31, T16N, R7W bears N02° 13' 37"W.



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE 04/13/2026	DRAWN BY: JPW	PROJECT NUMBER 12089-109.110	SHEET 1 OF 2
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CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

Containing 62,521 SQ FT \pm or 1.44 AC \pm . Subject to any easements, restrictions or covenants of record.

City of La Crosse Approval Certificate

Resolved, that this Certified Survey Map located within the City of La Crosse is hereby approved.

Dated this _____ day of _____, 20____.

OWNERS CERTIFICATE

As owner, _____, I hereby certify that I have cause the lands described herein to be surveyed, divided, mapped and dedicated as represented on this map.

DATE: _____

NOTARY CERTIFICATE

State of _____ County of _____

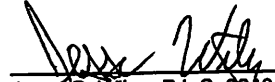
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

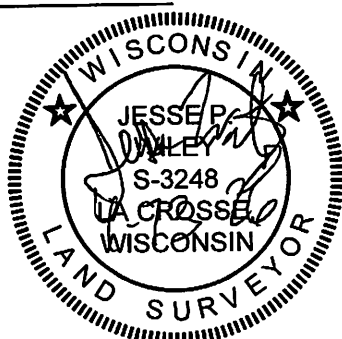
by _____ Notary Public.

My Commission Expires _____

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 and the City of La Crosse Subdivision Ordinance in surveying and mapping the same.


Jesse P. Wiley, P.L.S. 3248
Davy Engineering Co
115 6th Street S
La Crosse, WI 54601



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE
04/13/2026

DRAWN BY:
JPW

PROJECT NUMBER 12089-109.110

SHEET
2 OF 2



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0441

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 3.

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this “Agreement”), made and entered into this 23rd day of April, 2026 (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 RyKey Properties, a limited liability company, having its office at 2004 Highland Ave #2a, Eau Claire, WI 54703 (hereinafter "DEVELOPER").

This option agreement is a modification of the agreement approved in January of 2026. The purpose of this revision is to acknowledge the change in the parcel configuration per the CSM in exhibit A, accommodating the CapVest Cowboy Jacks parcel.

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 housing units and commercial/retail space on Lot 11 as depicted in the developer’s proposal and Lot 1 of the CSM in exhibit A (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:

1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring six (6) months after the Effective Date for the Project Site (the “Initial Term”). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the “Extended Term”).
2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars (\$10,000.00).
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 shall not enter into any contract or agreement for the sale or lease of the Project Site to any other party, and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of the Project Site 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:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, 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. DEVELOPER shall present to the RDA a site plan of their development as plans progress during the option term. 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.
11. 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. It is agreed that the Developer may form a single purpose entity for the acquisition and development of the Project Site, which entity would be party to the Development Agreement.
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 shall give written notice thereof to Developer, in which event Developer shall have thirty (30) days to cure any such breach

or default of this Agreement, and if not so cured by Developer within said Thirty (30) days, 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

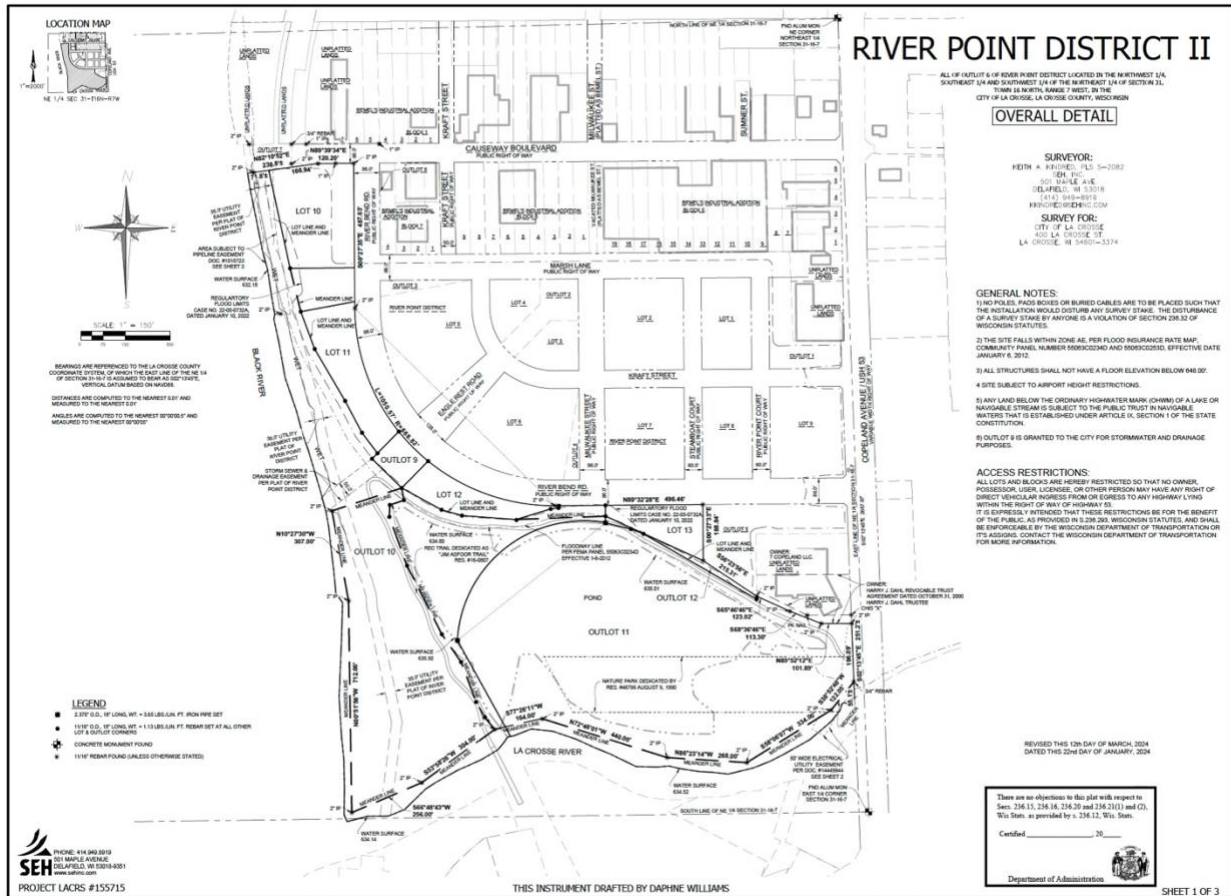
Andrea Trane, Executive Director/Secretary

[DEVELOPER]

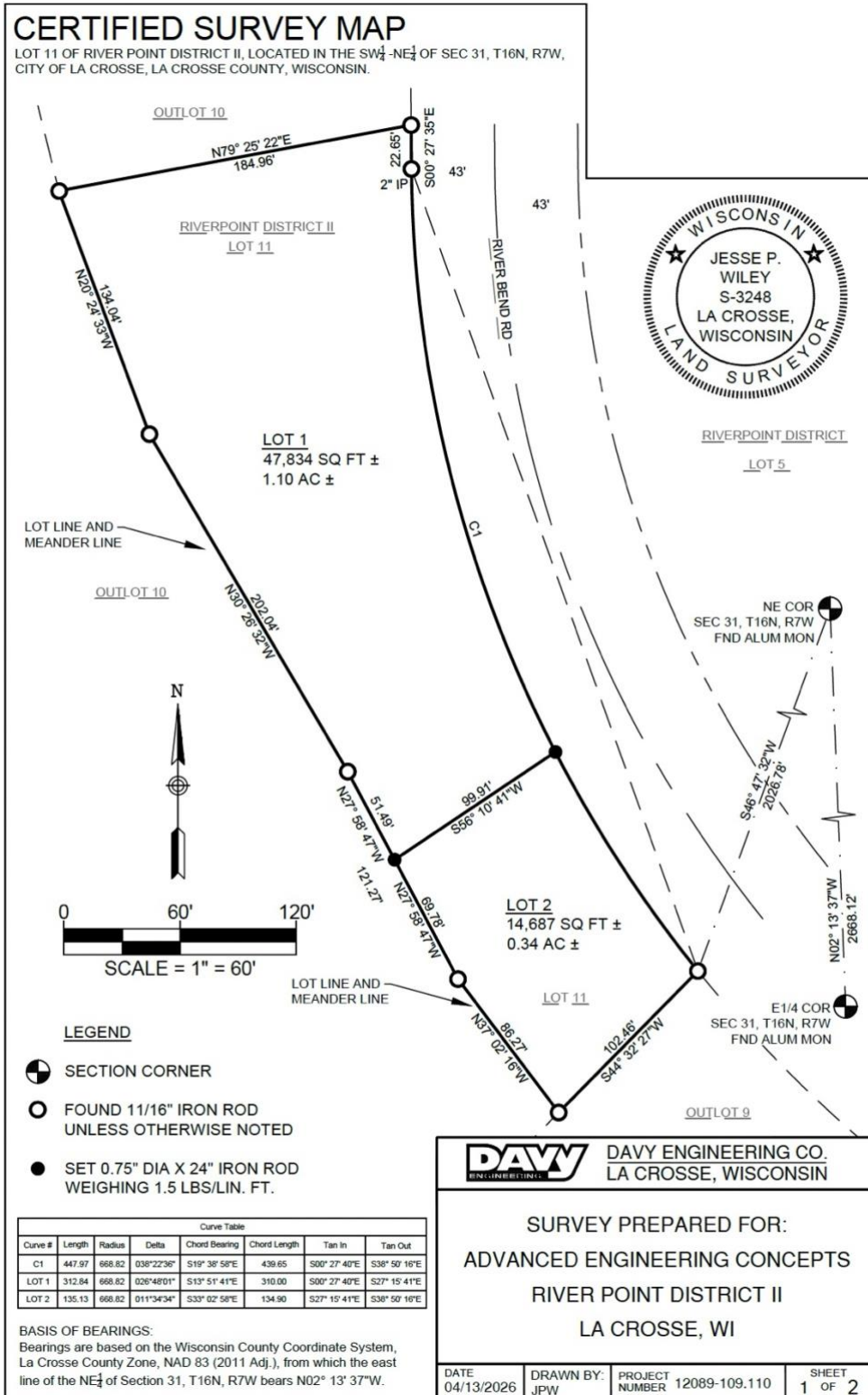
Name, Title

EXHIBIT A

PLAT



Lot I, CSM



CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

Containing 62,521 SQ FT \pm or 1.44 AC \pm . Subject to any easements, restrictions or covenants of record.

City of La Crosse Approval Certificate

Resolved, that this Certified Survey Map located within the City of La Crosse is hereby approved.

Dated this _____ day of _____, 20____.

OWNERS CERTIFICATE

As owner, _____, I hereby certify that I have cause the lands described herein to be surveyed, divided, mapped and dedicated as represented on this map.

DATE: _____

NOTARY CERTIFICATE

State of _____ County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

by _____ Notary Public.

My Commission Expires _____

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 and the City of La Crosse Subdivision Ordinance in surveying and mapping the same.

Jesse P. Wiley, P.L.S. 3248
Davy Engineering Co
115 6th Street S
La Crosse, WI 54601



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE 04/13/2026	DRAWN BY: JPW	PROJECT NUMBER 12089-109.110	SHEET 2 OF 2
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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0439

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 4.

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this “Agreement”), made and entered into this 23rd day of April, 2026 (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 CapVest, a limited liability company, having its office at 1411 Winchester Way, Suite 8, Altoona, WI 54720 (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 commercial development with commercial/restaurant space on Lot 11 as depicted in the developer’s proposal and Lot 2 of the CSM in exhibit A (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:

1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring six (6) months after the Effective Date for the Project Site (the “Initial Term”). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the “Extended Term”).
2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars (\$10,000.00).
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 shall not enter into any contract or agreement for the sale or lease of the Project Site to any other party, and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of the Project Site 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:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
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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.
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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 shall give written notice thereof to Developer, in which event Developer shall have thirty (30) days to cure any such breach or default of this Agreement, and if not so cured by Developer within said Thirty (30) days, 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

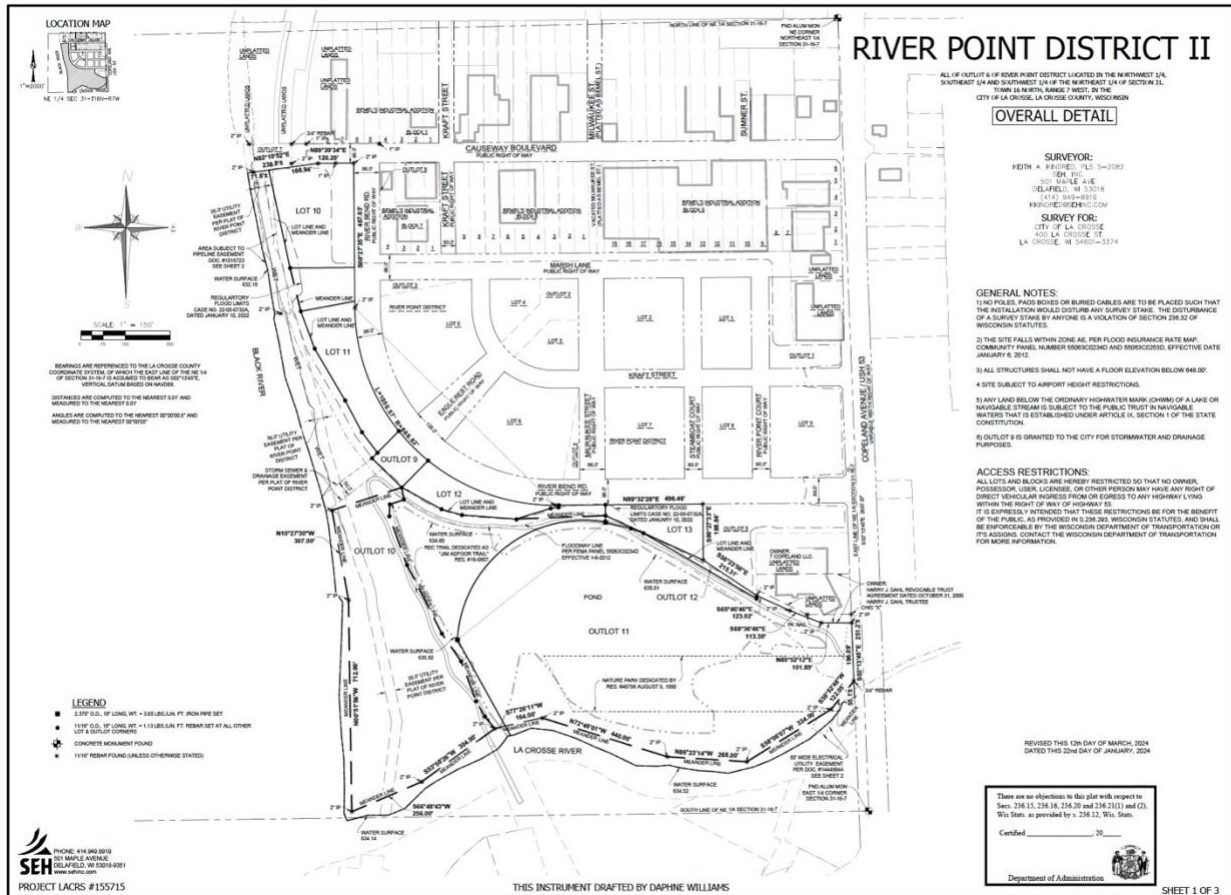
Andrea Trane, Executive Director/Secretary

[DEVELOPER]

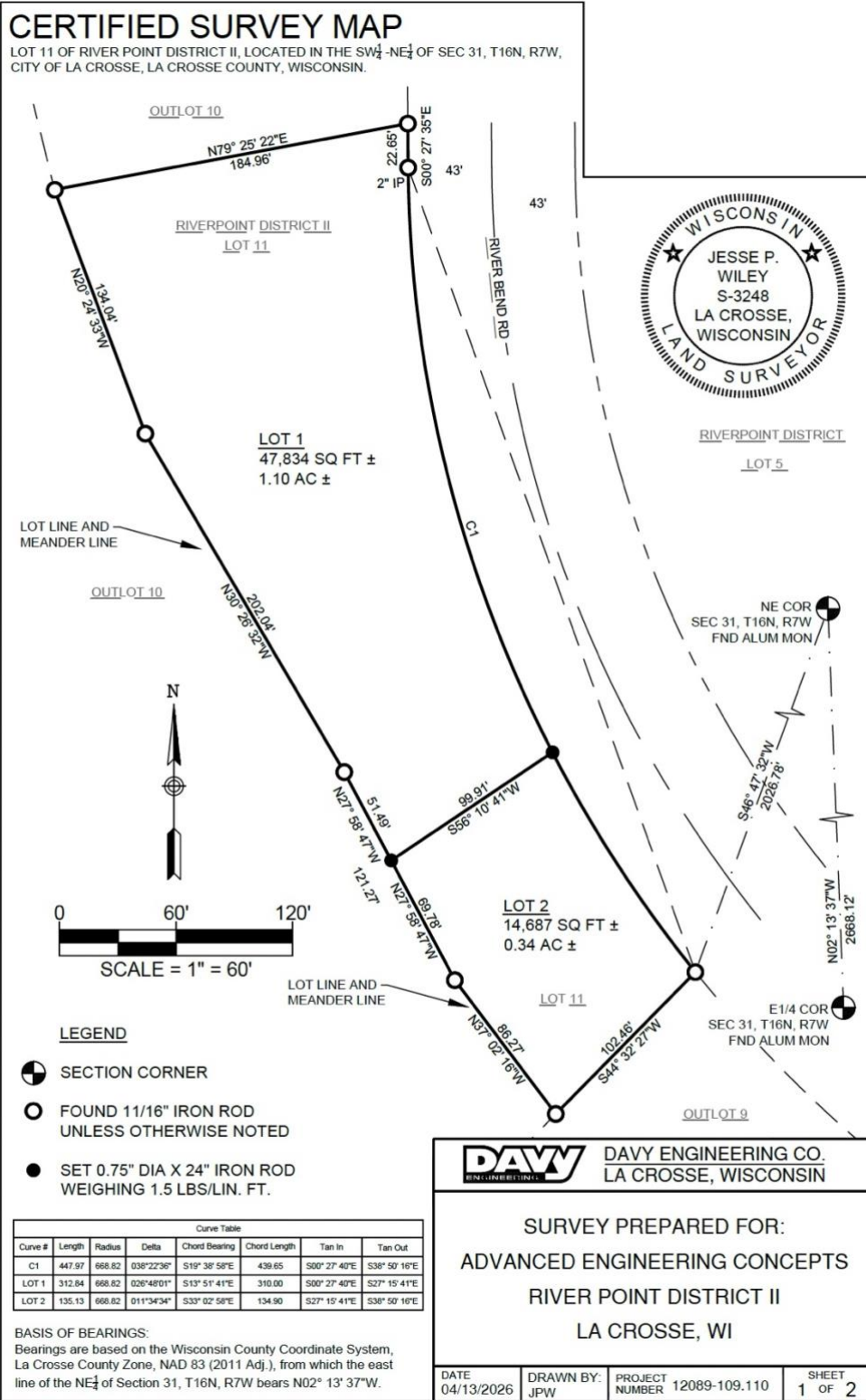
Name, Title

EXHIBIT A

PLAT



Lot I, CSM



CERTIFIED SURVEY MAP

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

LOT 11 OF RIVER POINT DISTRICT II, LOCATED IN THE SW $\frac{1}{4}$ -NE $\frac{1}{4}$ OF SEC 31, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

Containing 62,521 SQ FT \pm or 1.44 AC \pm . Subject to any easements, restrictions or covenants of record.

City of La Crosse Approval Certificate

Resolved, that this Certified Survey Map located within the City of La Crosse is hereby approved.

Dated this _____ day of _____, 20____.

OWNERS CERTIFICATE

As owner, _____, I hereby certify that I have cause the lands described herein to be surveyed, divided, mapped and dedicated as represented on this map.

DATE: _____

NOTARY CERTIFICATE

State of _____ County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

by _____ Notary Public.

My Commission Expires _____

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 and the City of La Crosse Subdivision Ordinance in surveying and mapping the same.

Jesse P. Wiley, P.L.S. 3248
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La Crosse, WI 54601



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

SURVEY PREPARED FOR:
ADVANCED ENGINEERING CONCEPTS
RIVER POINT DISTRICT II
LA CROSSE, WI

DATE 04/13/2026	DRAWN BY: JPW	PROJECT NUMBER 12089-109.110	SHEET 2 OF 2
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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0440

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

Agenda Number: 5.

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this “Agreement”), made and entered into this 23rd day of April, 2026 (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 CapVest, a limited liability company, having its office at 1411 Winchester Way, Suite 8, Altoona, WI 54720 (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 commercial development with commercial parking area on Lot 12 as depicted in the developer’s proposal and Plat in exhibit A (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:

1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring six (6) months after the Effective Date for the Project Site (the “Initial Term”). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the “Extended Term”).
2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars (\$10,000.00).
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 shall not enter into any contract or agreement for the sale or lease of the Project Site to any other party, and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of the Project Site 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:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, 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. DEVELOPER shall present to the RDA a site plan of their development as plans progress during the option term. 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.
11. 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. It is agreed that the Developer may form a single purpose entity for the acquisition and development of the Project Site, which entity would be party to the Development Agreement.
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 shall give written notice thereof to Developer, in which event Developer shall have thirty (30) days to cure any such breach or default of this Agreement, and if not so cured by Developer within said Thirty (30) days, 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

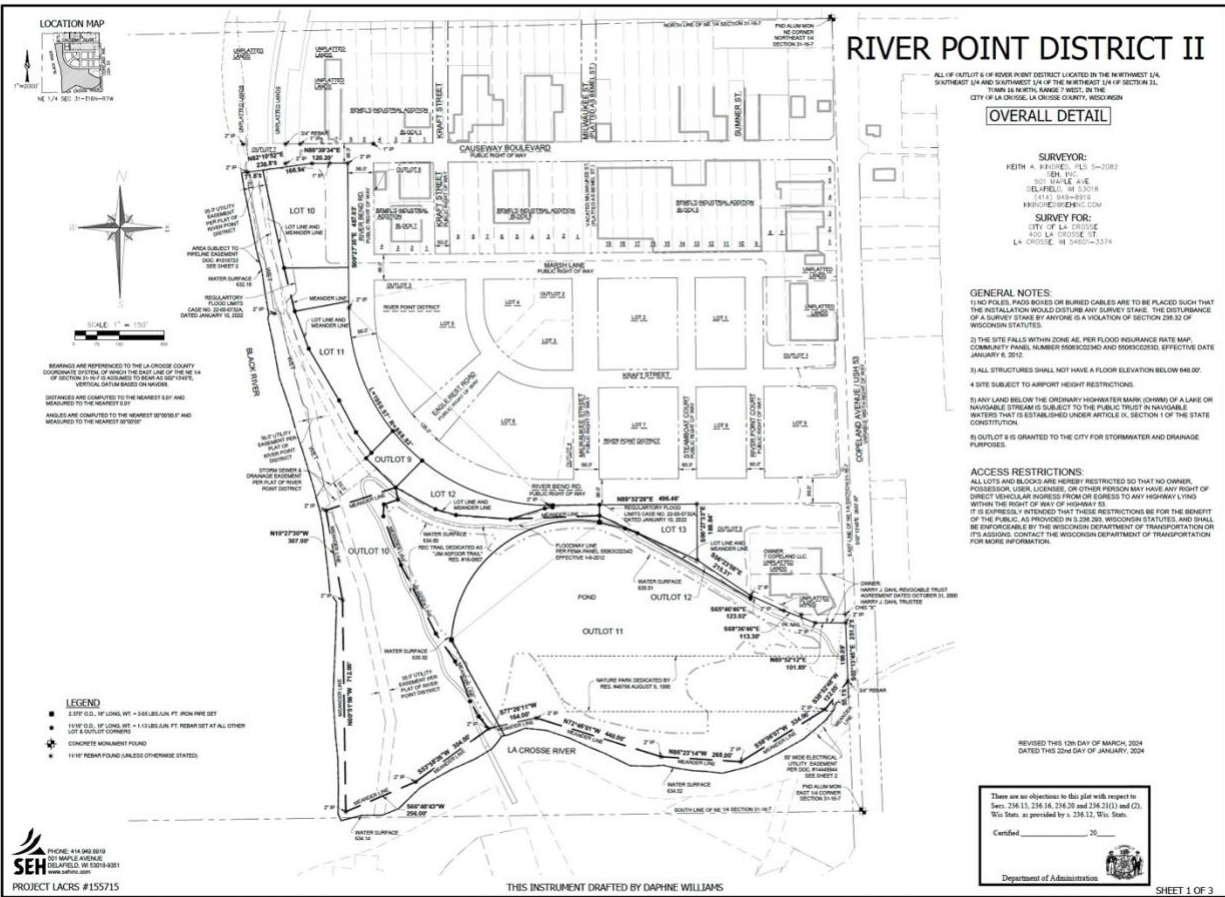
Andrea Trane, Executive Director/Secretary

[DEVELOPER]

Name, Title

EXHIBIT A

PLAT





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0414

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Status Update

Agenda Number: 6.

BALANCE SHEET

	Type of Statement:	Co. Prep's		
	Date of Statement:	1/31/2026	2/28/2026	3/31/2026
ASSETS				
Cash - SB Checking		\$12,599	\$1,164,501	\$103,028
Cash - SB Checking Restricted Debt		\$0	\$0	\$3,056,700
Cash - SB MM (Operating, UR)		\$813,699	\$779,254	\$774,669
Cash - SB MM Restricted Equity Program Grant		\$15,000	\$15,000	\$15,000
Cash - SB MM Restricted Planning Option Agreement Deposits		\$163,976	\$167,051	\$167,051
Total Current Assets		\$1,005,275	\$2,125,806	\$4,116,448
Land - Estimated Value		\$7,000,000	\$7,000,000	\$7,000,000
Land - 200-206 Causeway Blvd		\$331,697	\$331,697	\$331,697
63 Kraft Street		\$1,360,802	\$1,360,802	\$1,360,802
Note Receivable - Gorman (02/28/2034)		\$300,000	\$300,000	\$300,000
Total Assets		\$9,997,774	\$11,118,305	\$13,108,947
LIABILITIES				
Contract Commitment - JBG Project Mgr		\$0	\$102,300	\$93,000
Contract Commitment - SEH Phase IV		\$18,862	\$18,862	\$18,862
Contract Commitment - SEH Phase IV Admin		\$131,688	\$124,088	\$119,844
Contract Commitment - Chippewa Concrete Phase IV		\$929,140	\$929,140	\$929,140
Contract Commitment - Integrity Grading and Excavation		\$52,606	\$52,606	\$52,606
Total Current Liabilities		\$1,132,295	\$1,226,995	\$1,213,451
Total Liabilities		\$1,132,295	\$1,226,995	\$1,213,451
Net investment in capital assets		\$8,692,499	\$8,692,499	\$8,692,499
Unrestricted Funds		\$826,299	\$1,943,755	\$877,697
Restricted Funds		\$178,976	\$182,051	\$3,238,751
Unassigned Funds		(\$832,295)	(\$926,996)	(\$913,451)
Net Position		\$8,865,479	\$9,891,310	\$11,895,496
Total Liabilities & Net Position		\$9,997,774	\$11,118,305	\$13,108,947



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0428

Agenda Date: 4/23/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Request

Agenda Number: 7.

Resolution approving purchase offer from 7 Copeland, LLC for parcels 17-20400-210 and 17-20400-234.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, the Redevelopment Authority of the City of La Crosse ("RDA") hereby approves the purchase offer for parcels 17-20400-210 and 17-20400-234 for a total amount of \$630,000.00.

BE IT FURTHER RESOLVED that the Executive Director, Andrea Trane and Chair, Adam Hatfeld are authorized to sign any documents related to this transaction.

We, Andrea Trane and Adam Hatfield, certify that this resolution was officially adopted by the Redevelopment Authority of La Crosse on April 23, 2026.

Andrea Trane, Executive Director
Redevelopment Authority of La Crosse

Adam Hatfield, Chairman
Redevelopment Authority of La Crosse

Lot 8 Plat Location and Legal Description:

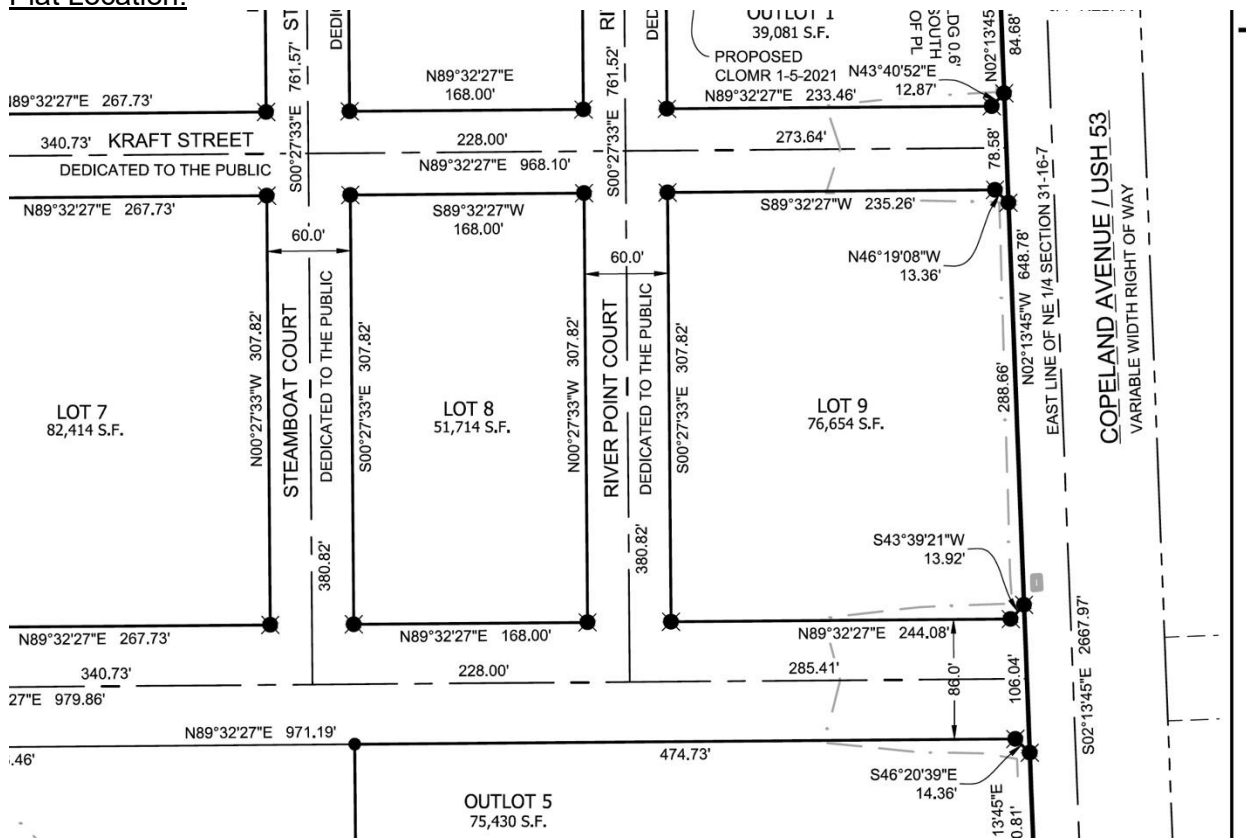
Legal Description:

All of Lot 8 of River Point District being part of Government Lot 1 and part of Government Lot 2 located in the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 31, Town 16 North, Range 7 West in the City of La Crosse, La Crosse County Wisconsin bounded and described as follows:

All of Lot 8 of River Point District.

Containing 51,714 square feet, 1.19 acres

Plat Location:



Addendum A

Offer to Purchase Lot 13 (tax id# 17—20400-234) and Outlot 5 (tax id# 17-20400-210) dated April 16, 2026.

Project Schedule:

Rezoning of 9 Copeland Ave, La Crosse WI	Completed August 2026
Commence construction on Phase 1 – Retail Building	Begin Q3 2026
Complete construction on Phase 1 - Retail Building	Q2 2027
Commence Construction on Phase 2 – Mixed use And multifamily building	Q2 2027
Complete Construction on Phase 2	Q2 2028

9 Copeland Ave – River Point Project

Three Sixty Real Estate Solutions, LLC

April 16, 2026

Project Schedule Working Draft

APRIL 2026 UPDATE

- Finalizing leases for 2 commercial tenants
- Construction meetings underway for tenant improvements
- Continue to market and work to secure 2-4 commercial tenants for remaining spaces on single story commercial building and mixed-use building
- As we have tenant meetings, some small changes to the site plan have occurred; nothing significant – accommodating tenant needs.
- 2 story commercial building has to fill 4k-6k sf of commercial space on 1st floor before we can get construction loan
- Commissioned market study for 55+ older housing in the residential building along the trail; received results back on that and are modeling up multi-family housing accordingly
- Rezoning 9 Copeland Ave to PDD so we can align with the two RDA lots
- Working on completing a topo survey and getting a proposal for Geotech and soil inspections; will inform RDA on this when ready to access the site. Some of the work will be on 9 Copeland
- Preparing an application for grants to assist with demolition of the existing building at 9 Copeland; need to have correct zoning in place
- Target closing on the property on or before August 14, 2026 and begin construction shortly thereafter on the 1st commercial building.
- 2nd building (mixed use) target start date is Q2 2027
- Multi-family (60-80 units) target start date is Q2 2027



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0442

Agenda Date: 4/22/2026

Version: 1

Status: Agenda Ready

In Control: Economic and Community Development Commission

File Type: General Item

Agenda Number: 8.