



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda

Redevelopment Authority

Thursday, January 22, 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 typing 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 from December 18, 2025 meeting.

Introduction of new RDA member, Phil Ostrem

Agenda Items:

[26-0030](#) Annual Code of Ethics Policy Review.

Attachments: [City of La Crosse Code of Ethics Policy](#)

[26-0062](#) Consideration and possible action on responses from the October 2025 RFEI for Lots 1 and 2 of the River Point District Plat for options for purchase and development from Spies Construction and Unwind Property Management.

(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.)

Attachments: [Unwind - Developer information and letter.pdf](#)

[Unwind presentation for Lots 1 and 2](#)

[Spies Construction Lot 2.pdf](#)

[26-0005](#) Consideration and possible action on Planning Option Agreement with RyKey for Lot 11.
Attachments: [Lot 11 Planning Option Agreement.pdf](#)

[26-0079](#) Monthly Project Management Update on River Point District - January 2026.
Attachments: [January 2026](#)

[26-0039](#) Monthly Financial Report of the RDA for January 2026.
Attachments: [January Financial 2026.pdf](#)

[26-0080](#) Resolution authorizing acquisition of 65-67 Kraft St.
(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.)
Attachments: [Resolution](#)

[26-0023](#) Resolution approving transfer of Tax Incremental District 18 funds as a contribution to the Redevelopment Authority for acquisition of properties for River Point District.
Attachments: [Resolution](#)
[Staff Report](#)

[26-0057](#) Consideration and possible action on contract with JBG Planning for project management for 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.)
Attachments: [2026 Project Manager contract](#)

[26-0022](#) Resolution authorizing the transfer of funds to the Redevelopment Authority of La Crosse for the Project Manager contract.
Attachments: [Resolution](#)
[Staff Report](#)

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Redevelopment Authority Members: Adam Hatfield, Barb Janssen, Edward R. Przytarski, Gus Fimple, Julie Henline, Michael Sigman, Phillip Ostrem



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0030

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: City Plan Commission

File Type: General Item

Agenda Number: 2.

DIVISION 2. - CODE OF ETHICS

Footnotes:

--- (6) ---

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

Sec. 2-126. - Definitions.

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

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

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

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

(Code 1980, § 2.48(A))

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

Sec. 2-127. - Declaration of policy.

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

(Code 1980, § 2.48(B))

Sec. 2-128. - Distribution of division.

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

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

(Code 1980, § 2.48(F))

Sec. 2-129. - Ethics Board.

(a) *Membership.*

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

(b) *Officers and staff.*

- (1) The Ethics Board shall have its own Chair and Vice-Chair.
- (2) The City Attorney shall furnish the Ethics Board whatever legal assistance, which may become necessary. The Ethics Board may determine the need for private counsel.

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

(Code 1980, § 2.48(G)(1), (G)(2))

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

Sec. 2-130. - Violations and complaints.

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

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

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

(j) Violations.

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

(k) Penalties.

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

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

(Code 1980, § 2.48(G)(3)—(G)(12))

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

Sec. 2-131. - Standards of conduct.

(a) There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics.

(b) Accordingly, the provisions of the following sections of the Wisconsin Statutes are made a part of this division and shall apply to public officers and public employees whenever applicable, to-wit:

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

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

Wis. Stat. § 946.12 - Misconduct in Public Office

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

(Code 1980, § 2.48(C))

Sec. 2-132. - Disclosures.

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

(1) *Disclosure of interest in legislation.* To the extent that a member of the Common Council and any public officer or employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Council on any legislation before the Council, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such legislation.

(2) *Disclosure of interest in other matters.* To the extent that a member of a board, commission or agency, and any other public officer or public employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in discussion or gives official opinion to any such board, commission or agency on any matter before it, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such matters.

(3) *Confidential information.* No public officer or employee may intentionally use or disclose information gained in the course of or by reason of such public officer or employee's official position or activities in any way that could result in receipt of anything of value for such

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

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

(Code 1980, § 2.48(D))

Sec. 2-133. - Gifts and gratuities.

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

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

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

(4)

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

(Code 1980, § 2.48(E))

Secs. 2-134—2-164. - Reserved.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0062

Agenda Date: 1/22/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Request

Agenda Number:

Unwind Property Management

Leadership Team

Cody Croteau



608-797-9985

Riversedge608@gmail.com

Cody is a licensed general contractor and a key leader of Unwind's maintenance operations. He plays a central role in coordinating repairs, capital improvements, and new-construction housing projects. Cody brings hands-on building expertise to the team, ensuring projects are completed efficiently and to a high standard. Outside of work, he enjoys hunting and fishing with his family.

Jason Kuderer



608-509-8350

Jasonkuderer@hotmail.com

Jason leads Unwind's apartment development projects and oversees day-to-day operational management across the portfolio. He also plays a major role in underwriting, deal analysis, and strategic decision-making, helping guide acquisitions, development feasibility, and long-term investment strategy.. Much of Jason's free time is spent supporting his sons at their sporting events.

Jacob Mooney



563-794-0150

Jacobrentalslax@gmail.com

Jacob focuses on acquisitions, financial oversight, and backend operations. He manages accounting, underwriting, and strategic growth initiatives, helping drive long-term value across Unwind's properties. In his free time, Jacob enjoys cycling and skiing.

Hayden Schmidt



608-785-0888

Rlr.propertymanager@gmail.com

Hayden serves as Unwind's realtor, property manager, and lead for tenant relations. He is responsible for leasing, communication, and ensuring a high-quality resident experience across the portfolio. Outside of work, Hayden enjoys staying active and is an avid snowboarder.

Letter of Interest
River Point Development – Lots 1 & 2
La Crosse, Wisconsin

Unwind Property Management LLC
1446 Rose Street, STE 2
La Crosse, WI

City of La Crosse
Redevelopment Authority / City Staff
La Crosse, WI

Dear Members of the Redevelopment Authority and City Staff,

Unwind Property Management LLC submits this Letter of Interest regarding the potential development of Lots 1 and 2 within the River Point Development District in La Crosse, Wisconsin.

Our team is interested in pursuing a high-quality, two-story townhome development that aligns with the City's vision for River Point by supporting housing diversity, neighborhood stability, and long-term tax base growth. We believe River Point represents a once-in-a-lifetime opportunity to introduce well-designed townhome housing into the downtown district, helping bridge the gap between traditional multifamily development and owner-style urban living. The concept emphasizes private front/sidewalk facing entrances, rear-loaded garages, and a pedestrian-friendly site layout intended to deliver much-needed "missing middle" housing for a broad range of residents.

We believe Lots 1 and 2 present a strong opportunity to advance the goals of the River Point District, and we look forward to working collaboratively with City staff and the Redevelopment Authority as the project moves forward.

Thank you for your consideration.

Sincerely,

Unwind Property Management LLC

Cody Croteau
Jason Kuderer
Jacob Mooney
Hayden Schmidt

Riverpoint Lots 1 & 2

Development Proposal | Townhomes
Prepared by
Unwind Property Management LLC



Unwind Property Management LLC | Development Proposal

Conceptual Image



Development Team

- The members of Unwind Property Management LLC — Jason Kuderer, Jacob Mooney, Hayden Schmidt, and Cody Croteau — collectively and individually own and manage over 500 residential and storage units throughout the Coulee Region.
- The group has completed multiple new construction projects including a 37-unit townhome development in Sparta, townhome development in Cashton, as well as other various apartment and single-family home developments ranging from Stoddard to Eau Claire. Ownership is hands-on, ensuring long-term quality property management and maintenance.

Members

- Jason Kuderer-Cashton
- Jacob Mooney-Onalaska
- Hayden Schmidt-La Crosse
- Cody Croteau-La Crosse

Approach

Local ownership • Hands-on management • Quality maintenance • Long-term operation

Project Driver

Unwind Property Management LLC is submitting a concept for a high-quality residential townhome community on Lots 1 and 2 in the River Point Development District.

The proposed development is intended to deliver well-maintained, professionally managed housing that aligns with the city's long-term goals for quality growth, neighborhood stability, and an increased tax base while providing a quality housing option of city residents. Townhome Development has been lacking severely in La Crosse County.

Community Benefit

- Adds quality housing stock
- Expands local tax base
- Supports local contractors & trades
- Appeal to large demographic
- Long-term professional management
- Provides "Missing Middle" housing.

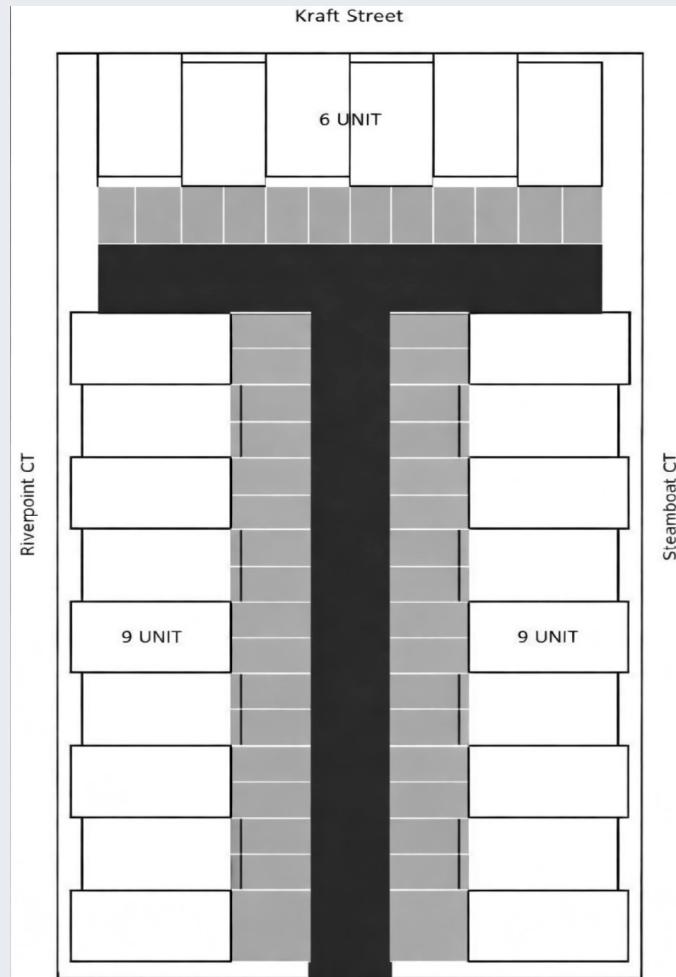
Lot one Layout

- 24-Two-story townhome-style residences with private entrances
- One/two-car attached rear load garages
- 6 unit facing Kraft Street with 9 units along Riverpoint & Steamboat CT
- We are willing to incorporate decorative landscaping walls at the ends of the T-drive to screen and soften views of the parking area behind the 6unit

Proposed Investment (Lot 1 & 2)

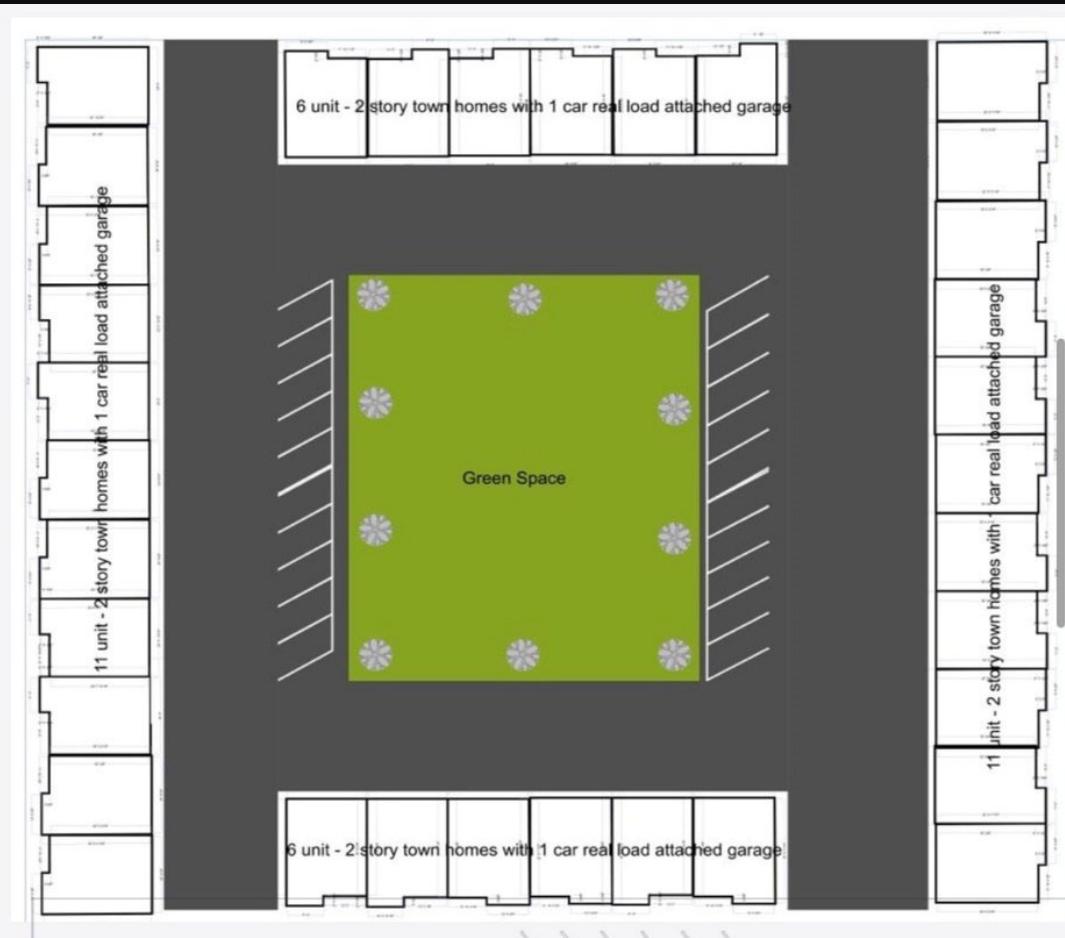
\$12,000,000 - \$15,000,000 (estimated all-in project cost) land, site development, vertical construction, professional fees, geopers, and contingencies.

LOT 1 CONCEPT LAYOUT

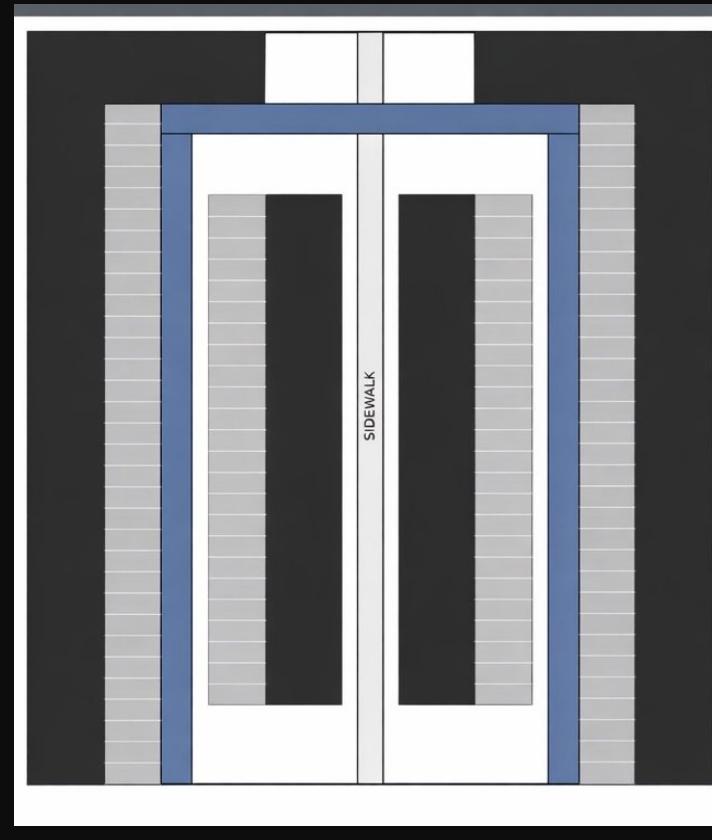


Lot 2 Conceptual Site Plans

- 11 unit buildings on sides with 6 unit buildings on ends.
- Possible two four units in middle as well but need room for snow/trash too



12 unit buildings on outsides, 8 unit buildings on the inside front facing the sidewalk splitting lot.



Would fill two corners with smaller apartments or commercial units.

Blue line represents road. All townhomes would have rear garages off that

End is left open for trash building and snow.

Townhome Concept

- Two story layout with attached 1 car rear load garages
- Private entries with a modern townhome feel
- Functional layouts designed for everyday living
- Durable materials and detailing targeted for long-term ownership
- Varied material and architectural styling throughout front face of buildings
- Designed to appeal to all demographics

Concept image shown for illustrative purposes to communicate overall design intent.

Conceptual Image



Timeline and Incentive Request

- Design & engineering: 3-6 months
- Permitting: concurrent with design
- Construction start: within 60-90 days of approvals
- Construction duration: 12-24 months
- Completion: phased unit delivery
- TIF / Incentive Request
- Unwind Property Management LLC intends to pursue Tax Incremental Financing (TIF) to support project feasibility by offsetting extraordinary infrastructure and site-related costs. The team will work collaboratively with City staff and the RDA to structure a responsible request.
- Key Numbers
- Estimated Investment: \$12M - \$15M
- Target Start: 60-90 days after approvals
- Delivery: Phased unit completion

Projects



Thank You

We appreciate the consideration and welcome the opportunity to present this proposal to the RDA and welcome your feedback and insight.

Unwinddevelopment@gmail.com



SPIES CONSTRUCTION LLC
2011 Liberty St.
LaCrosse, WI 54603

January 16, 2026

RE: River Point District – B-Lot 2

We would like to purchase Lot 2 to build 12 houses with 2 car garages and 6 condos with 2 car garages for a total of 18. Houses and condos to have approximately 1,100+ sq. ft., single story, 2 story, 2-4 bedrooms and 1-2 baths. All to have different curb appeals whether it be roof lines, colors, etc. We feel these would fill the middle housing gap and add color to the River Point District.

Our goal is to attract empty nesters, snow birds, seniors and family's.

We would like to keep condo/house prices around \$350,000-\$400,000.

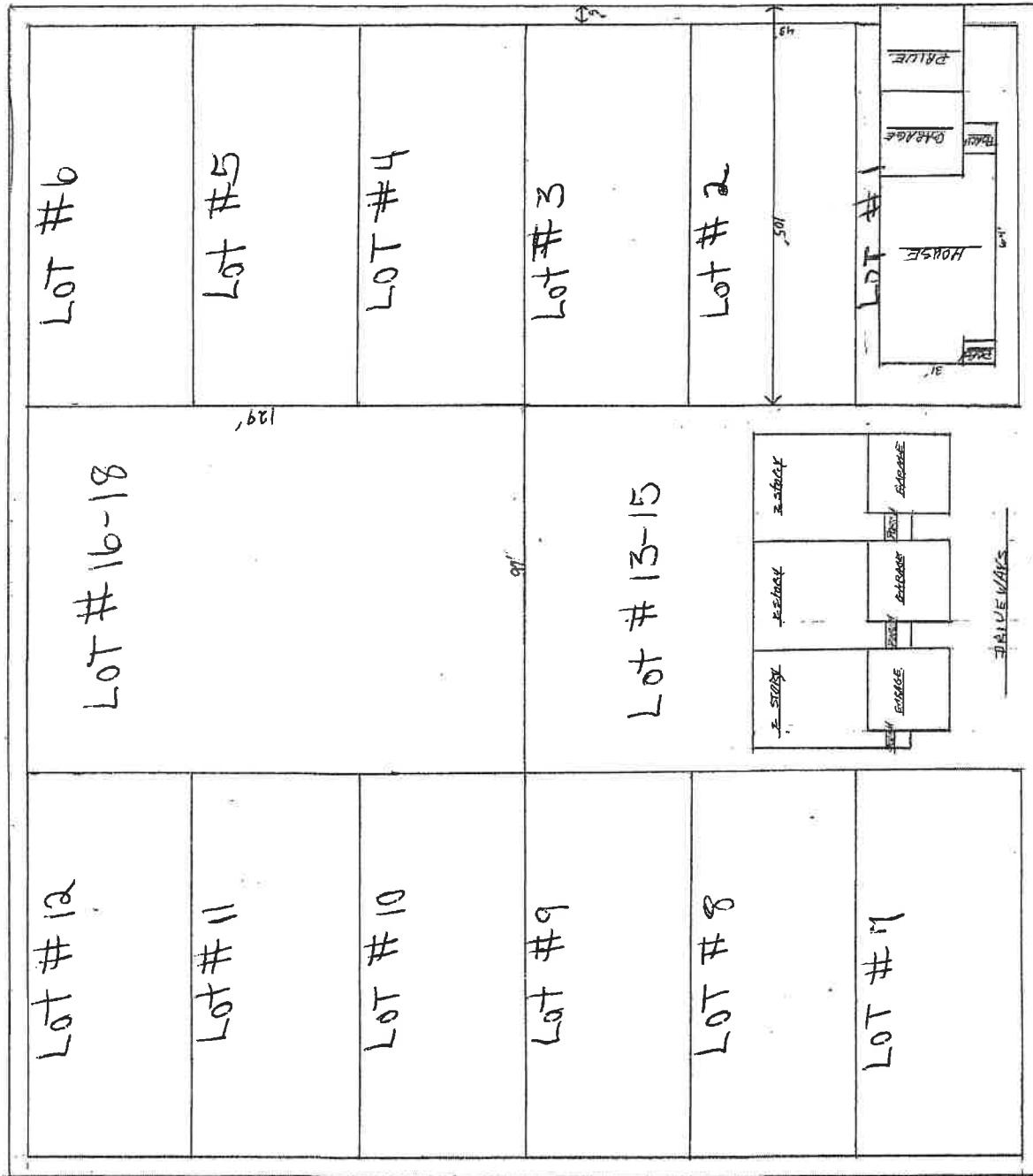
I feel this would be a great area to build some single family houses---close to downtown for shopping, trails, bus line, etc

Houses/condos can be either owner occupied or rented.

RIVER POINT DISTRICT

B-Lot 2

MILLER LINE



KRAFT STREET

STEAM BOAT COURT

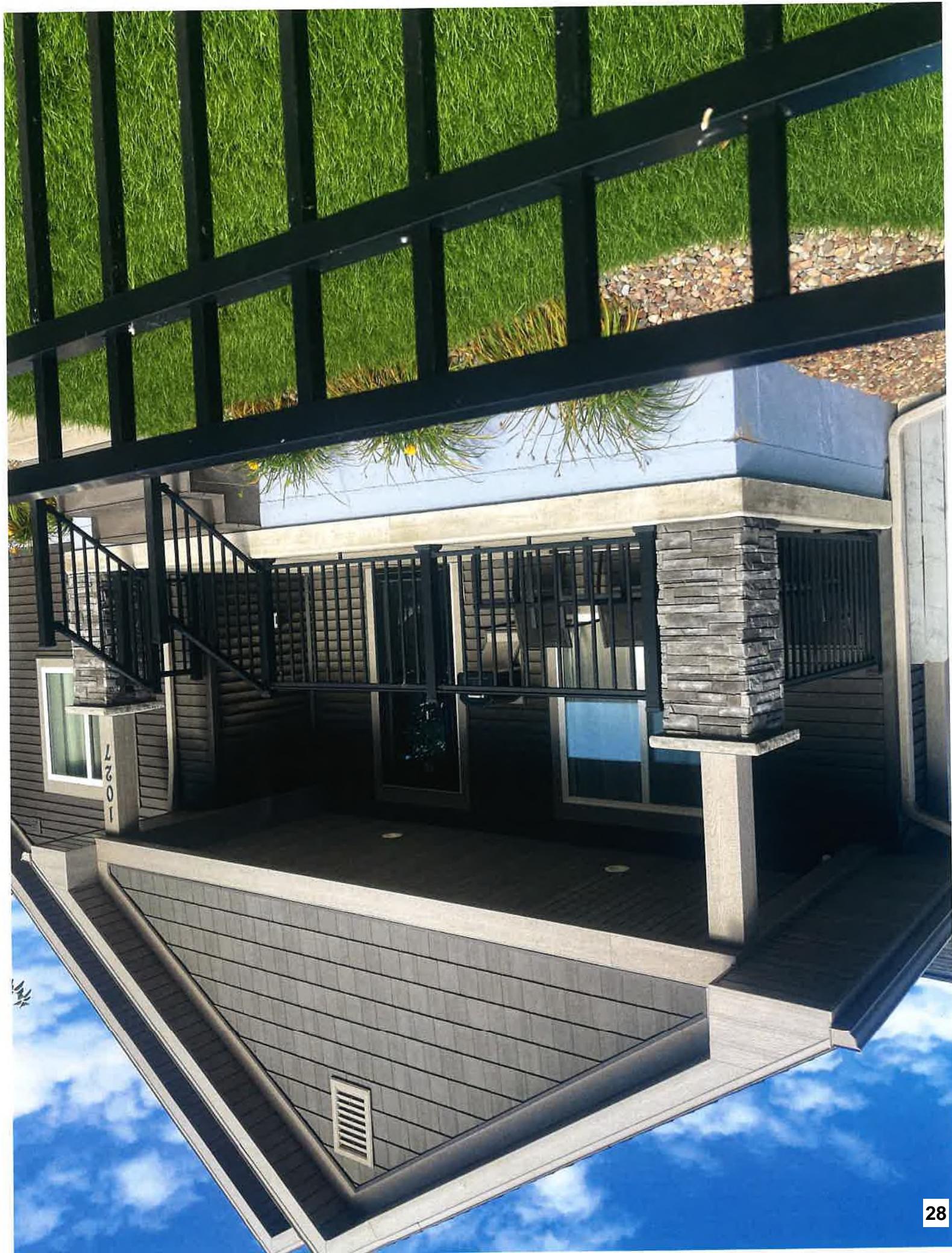
307"

SA M P L E

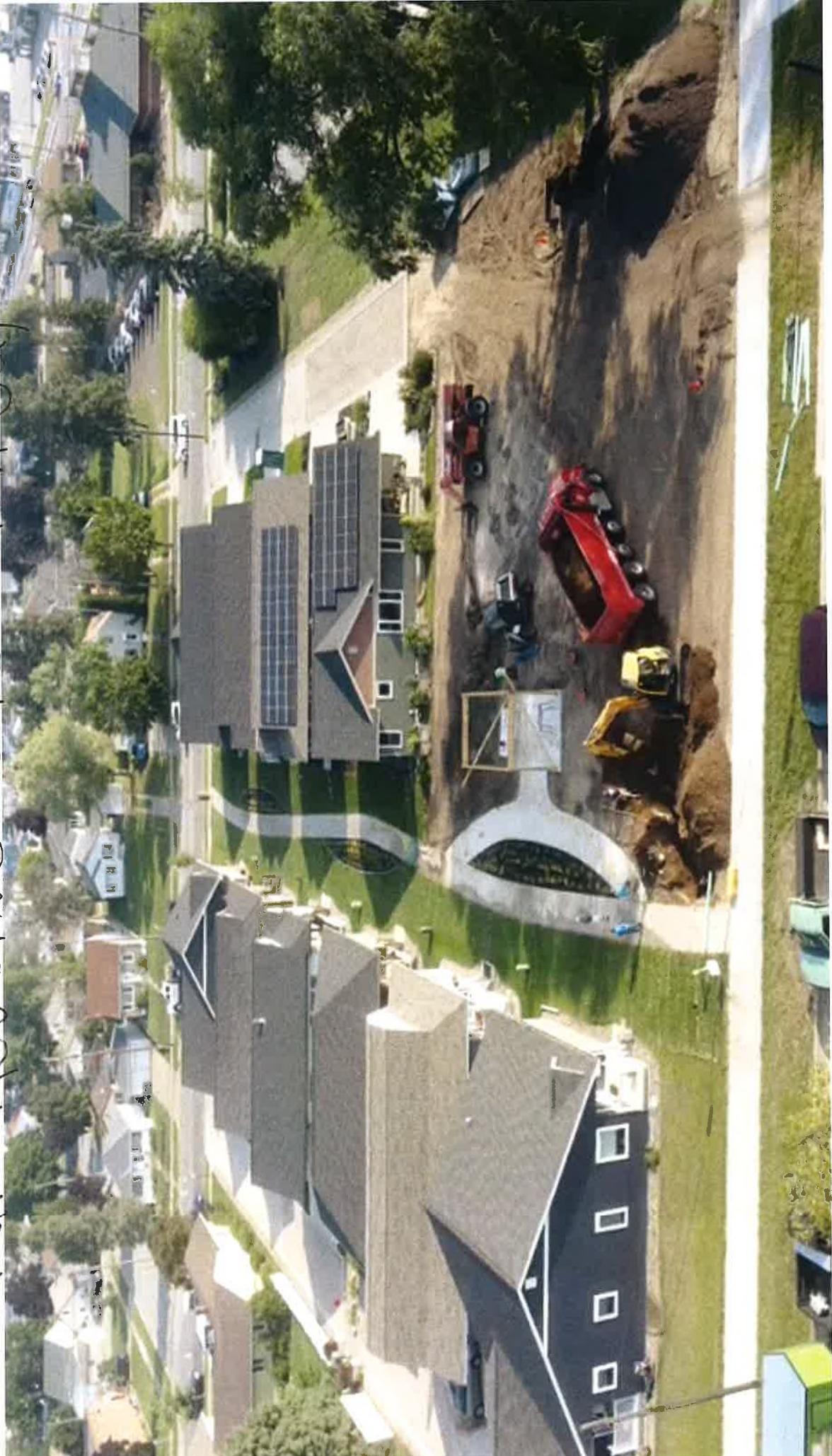


We use coc
personalize





Naval Reserve Site - Green Bay 5+





Former Naval reserve site on Green Bay St. in La Crosse
City accepted our plan – first pocket neighborhood in La Crosse
10 single family homes with full basements
All same footprint, different colors and roof lines
Wanted a more unique look
2-3 bedroom, 2-3 bath, approximately 1,800 sq/ft finished including basement
All pre-sold



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0005

Agenda Date: 1/22/2026

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 _____ (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 _____ (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 housing units and commercial/retail space on Lot 11 as depicted in the developer's proposal and 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:

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, with corresponding elevations and renderings by April 1, 2026. 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

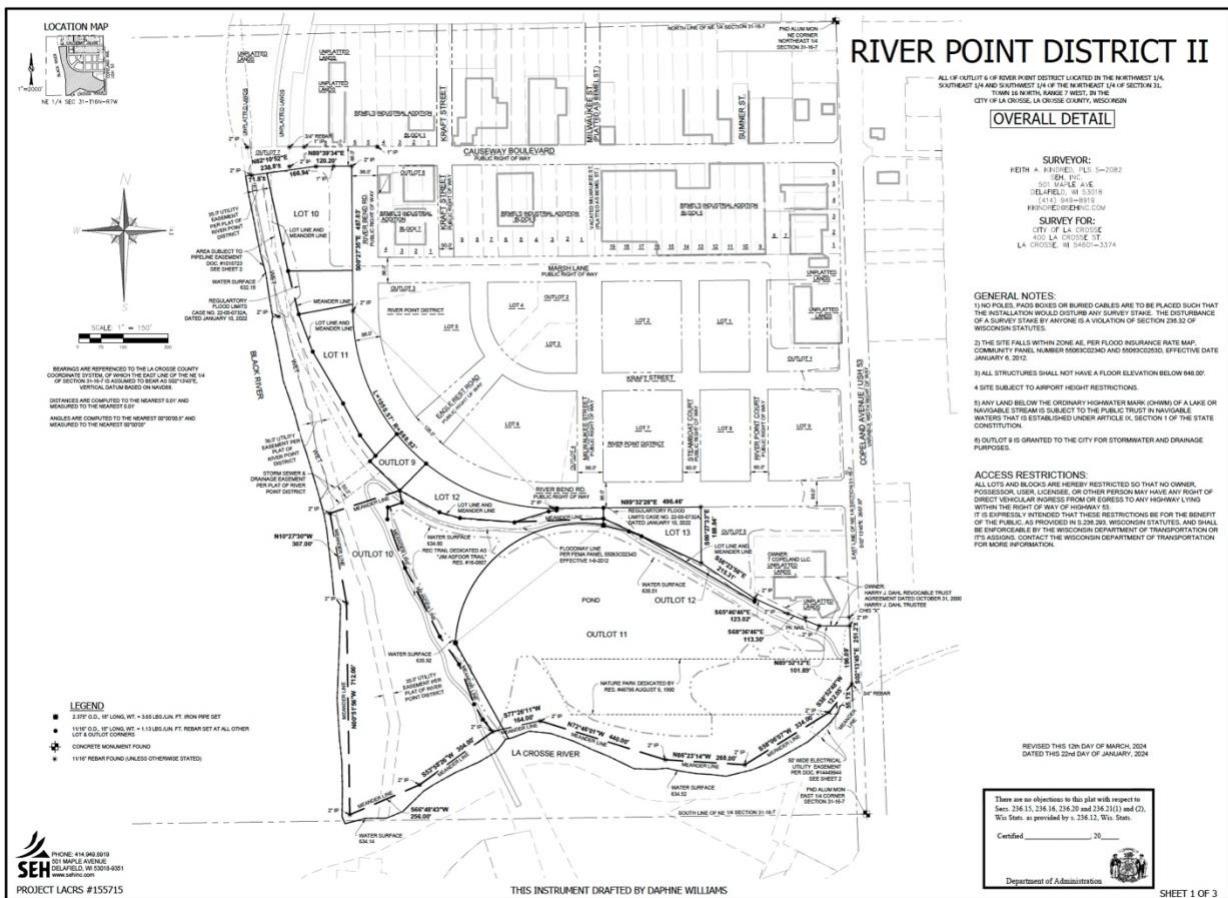
Andrea Trane, Executive Director/Secretary

[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: 26-0079

Agenda Date: 1/22/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Status Update

Agenda Number:

LOT 11 NORTH FACING VIEW



Lot 11 Proposal, RyKey Development, December, 2025

River Point District

Project Management Report-January, 2026

JBG Planning LLC

Contents

Project Management Update-January, 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

Monthly Construction Activity Summary

- Causeway construction complete
- Landscape architecture design for the parkway underway, coordination on outlots



The Lofts by RyKey on Lot 8 Progress, December, 2025

Monthly Activity Summary

Investor/developer activity

Since last RDA Meeting:

1. Coordination with RyKey on RFEI response and schedule
2. Coordination with RyKey on Major Employer contacts
2. Coordination with 360 Real Estate on 2025-2026 Schedule and acquisitions
3. Coordination on commercial tenant prospects with developers
5. Coordination on Renter Equity programs and LCF Grant (Grant Awarded) , meetings with housing agencies, ULI outreach underway
6. Contact with interested developer teams onboard lots 1 and 2
7. Assistance with land assembly and acquisitions Kraft Street
8. Engaged UW Department and student on health performance metrics and impending study-phase two underway

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, Lots 11 and 12 Pending

Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Fielding inquiries from interested investors and future residents-local builder working on missing middle housing
- Field progress photography
- Snow removal coordination
- 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 update with Community Foundation staff

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.
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.

Opportunities:

8. Continue to market the development opportunities -RFEI issued and developer communications underway
9. Costs of parks/recreation improvements should be coordinated with grant application opportunities
10. La Crosse Community Foundation Social Investment Interests, Renter Equity Grant
11. Potential for renter equity programs and partnerships
12. Ground or building 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
16. Neighborhood Improvement District

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

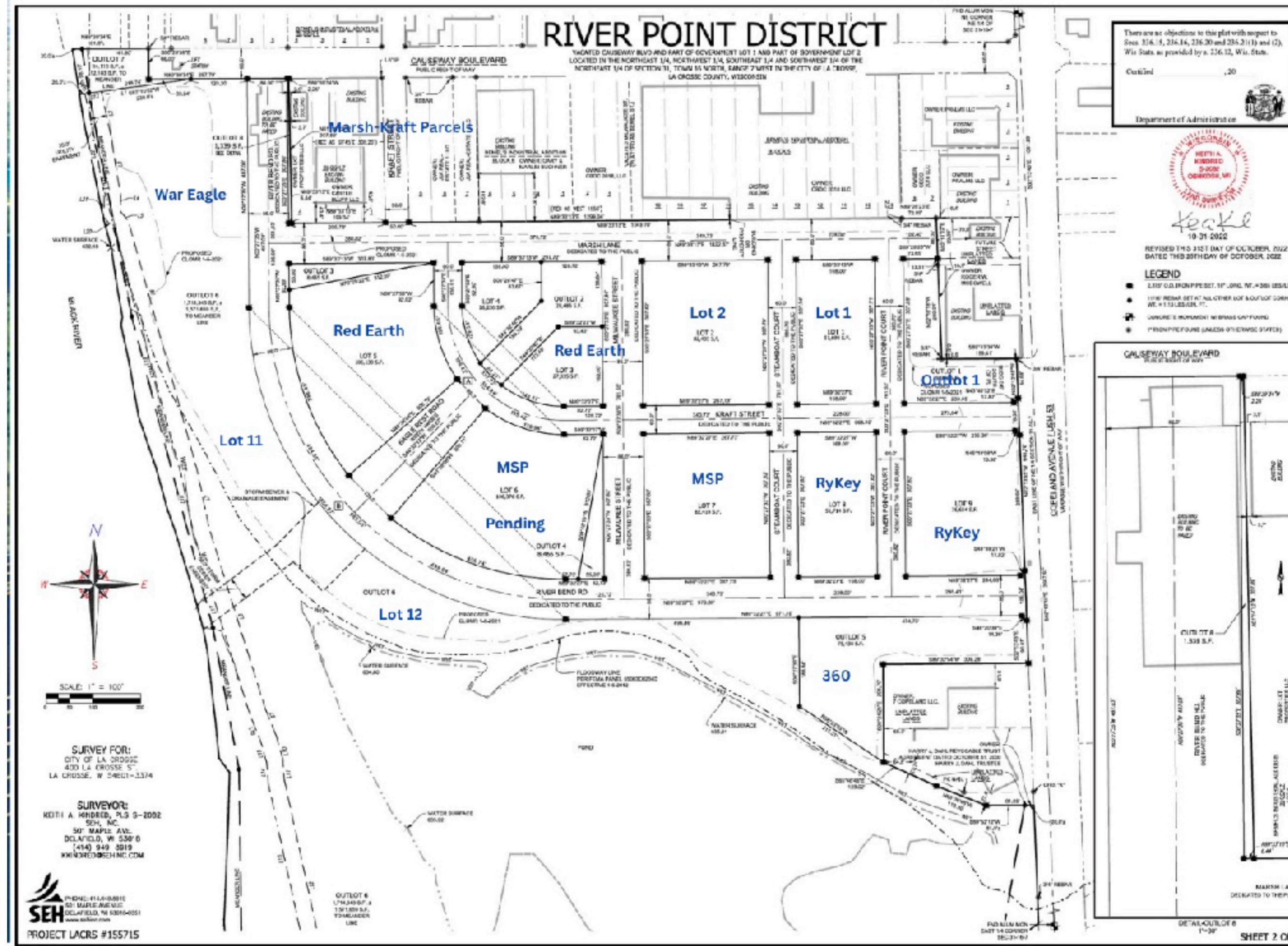
Meetings with both currently engaged investors and prospective investors are underway by JBG Planning LLC. Since some of these meetings involved RDA negotiations, communications on these meetings will need to be handled in closed session.

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:

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 -MSP Option Pending

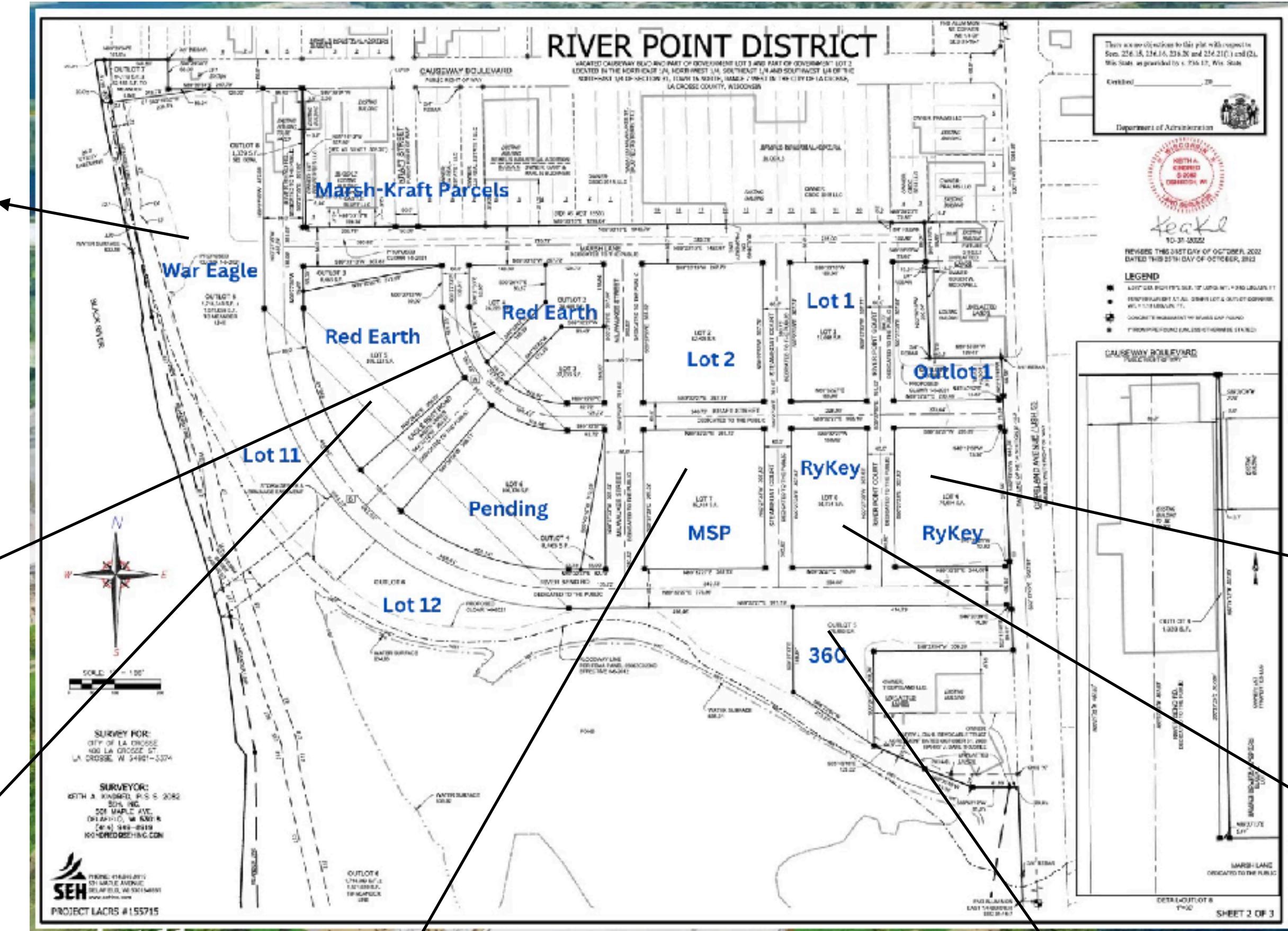
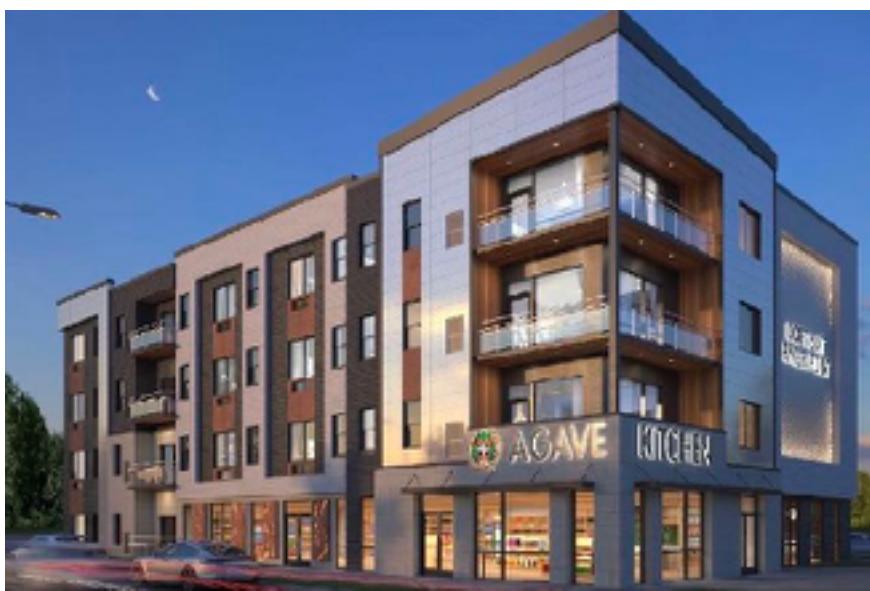
MSP, Sold and Completed (Ribbon Cutting Spring of 2025)

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, 11 and 12 RFEI Issued, Responses received for lots 11 and 12. Options Pending

Investment Character Reference-Current Options



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-Developer Proposals Pending

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, Offer Pending

LOT 12 Offer Pending

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

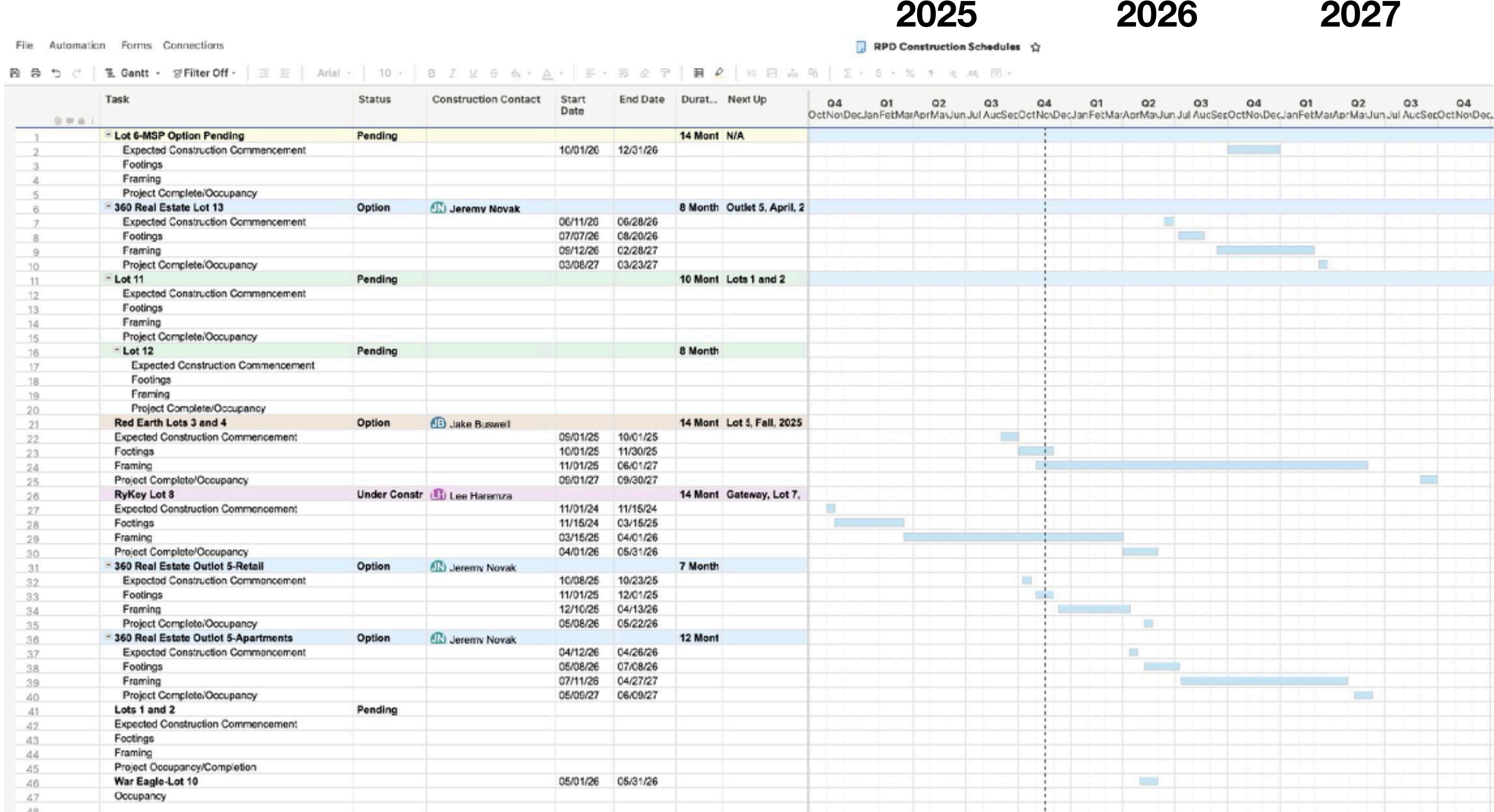
903 with more detail to come on Lots 11, 12, 1 and 2.

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 build-to-suit space



Anticipated Development Schedule



Units Coming Online by Month and Year

Occupancy Date	Project	Lot #	Units	Total Units By Year
12-2024	MSP Driftless Apartments	7	120 Total: - 68 1-BEDROOM UNITS - 32 2-BEDROOM UNITS - 100 UNITS TOTAL	2024: 120 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	2026: 59 Units
06/2026	360 Real Estate	Outlot 5	92 Units 36 1 bdrm 28 2bdrm	21 Units
11/2026	Available	Lot 11		
07/2027	Available	Lot 12		
07/2026	MSP Pending Options	Lot 6	RFEI Issued-Option Awarded	2027 Tent.-180 Units
08/2027	RyKey	Lot 9	159 Units+ Commercial Space 126-1 bdrm and studio 25-2 bdrm	2028 Tent.-159 Units
09/2027	Available	Lot 1 and 2	200 UNITS (ESTIMATED) Undetermined Mix	
09/2027	Red Earth	Lot 5	206 UNITS 16-Studio 36-1 bdrm	
N/A	Undetermined	Outlot 1/ McDowell	Undetermined	
N/A	Undetermined	Kraft Street Aseembly	Undetermined	
2026	War Eagle	10	59	2026-59 Units

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

1. Progress-War Eagle, December, 2025

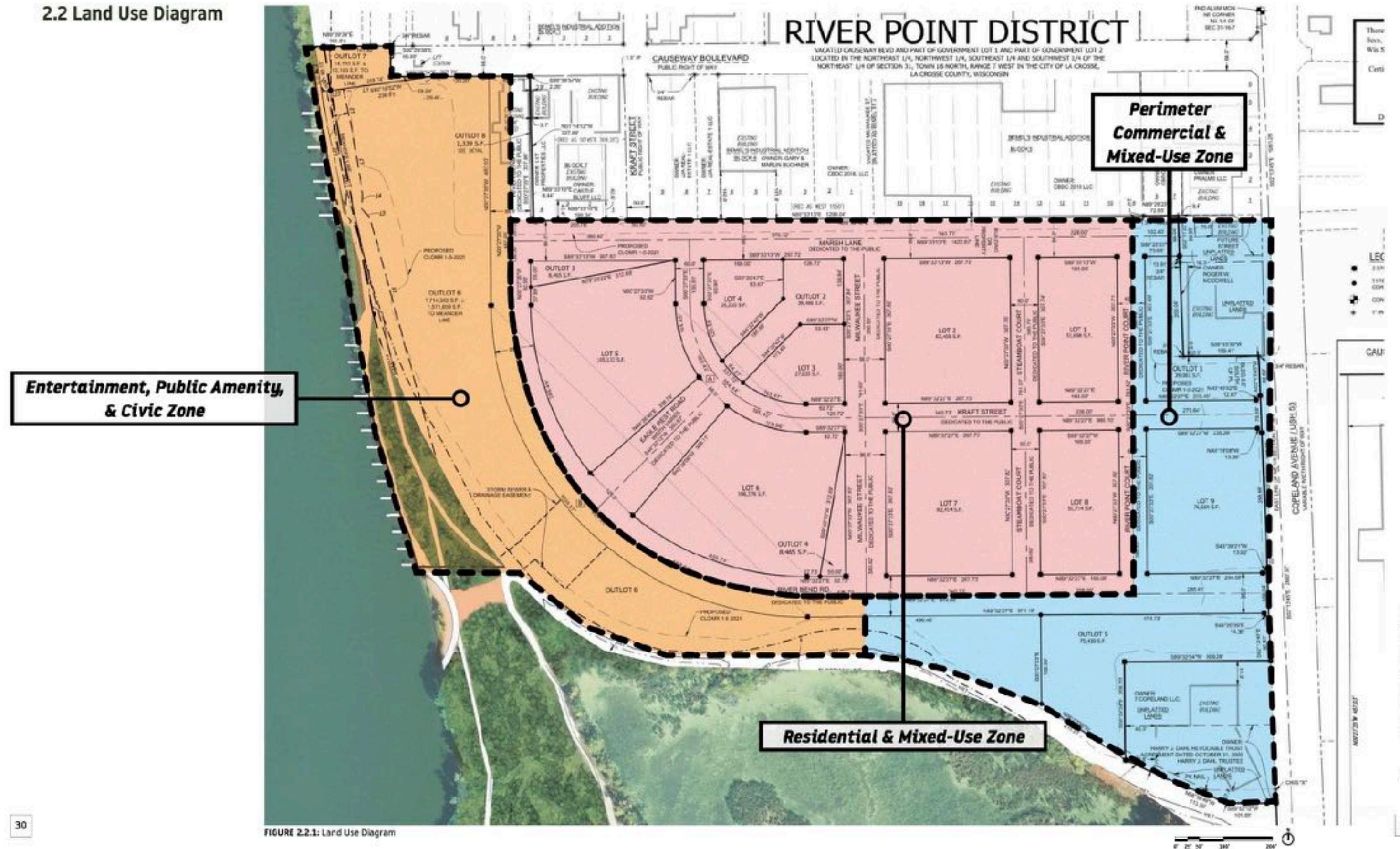


Appendix

PDD General Land Use Map-Newly Revised

2.0 SPECIFIC DEVELOPMENT PLAN

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

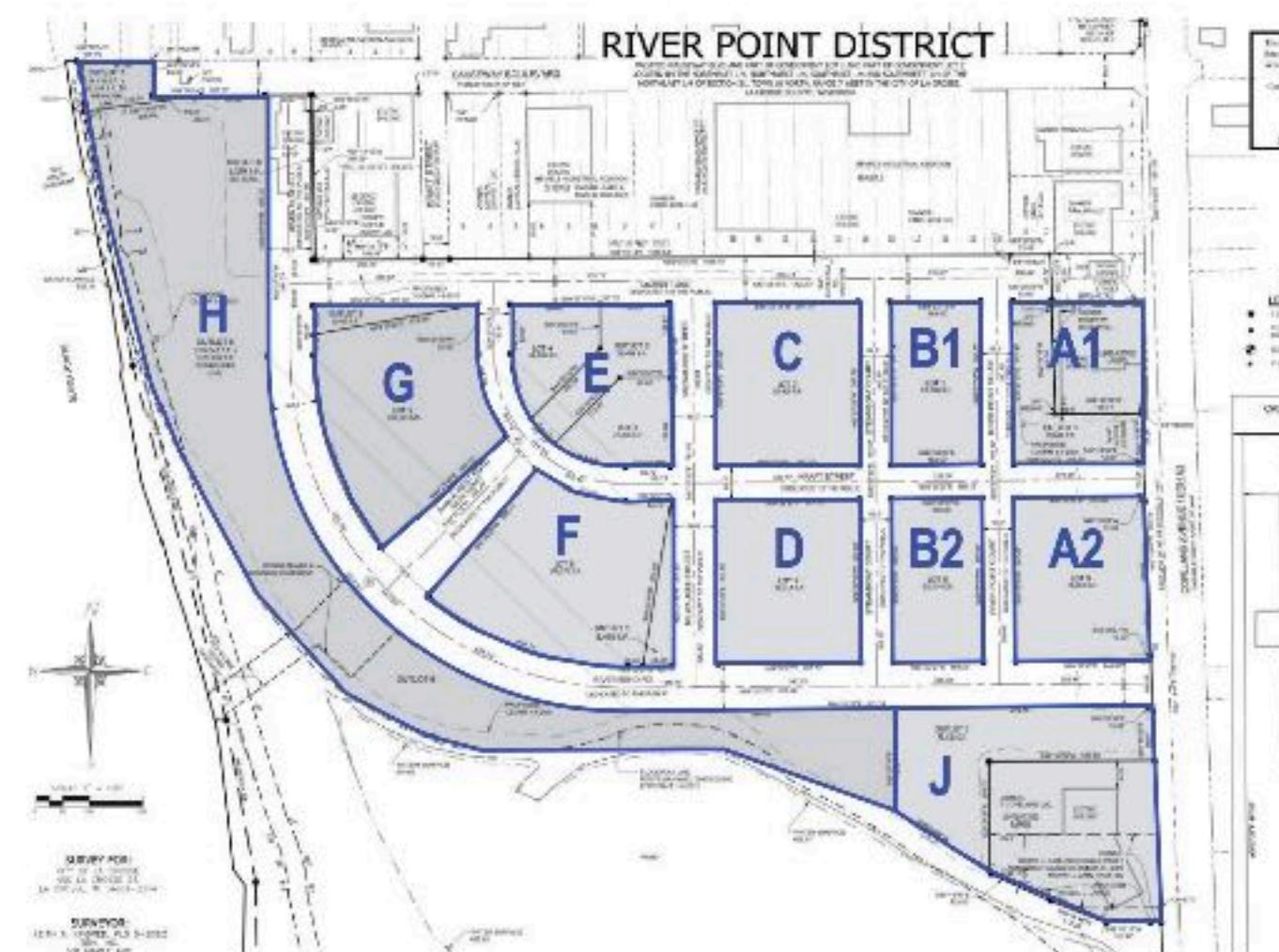
The development summary below outlines the approximate lot sizes, possible parking estimates, and potential building uses based on the conceptual masterplan illustrated in this PDD document. The below table in no way limits the use or size of individual buildings within the masterplan.

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	0.00	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	76634	1.79	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	51,098	1.19	
ZONE B2 - Residential & Mixed Use Zone			
LOT 8	51,714	1.19	
ZONE C - Residential & Mixed Use Zone			
LOT 2	82,405	1.89	
ZONE D - Residential & Mixed Use Zone			
LOT 7	82,414	1.89	
ZONE E - Residential & Mixed Use Zone			
OUTLOT 2	28,455	0.65	
LOT 3	27,035	0.62	
LOT 4	26,220	0.60	
ZONE F - Residential & Mixed Use Zone			
LOT 6	105,375	2.44	
OUTLOT 4	8455	0.19	
ZONE G - Residential & Mixed Use Zone			
LOT 5	105,133	2.41	
OUTLOT 3	8455	0.19	
ZONE H - Entertainment, Public Amenity, & Civic Zone			
OUTLOT 6	171,434.3	39.35	Entertainment, Public Amenity, & Civic Mixed Use opportunities. Multi-family residential above retail.
OUTLOT 7	14,110	0.37	
ZONE J - Perimeter Commercial & Mixed-Use Zone			
OUTLOT 5	75,430	1.75	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.



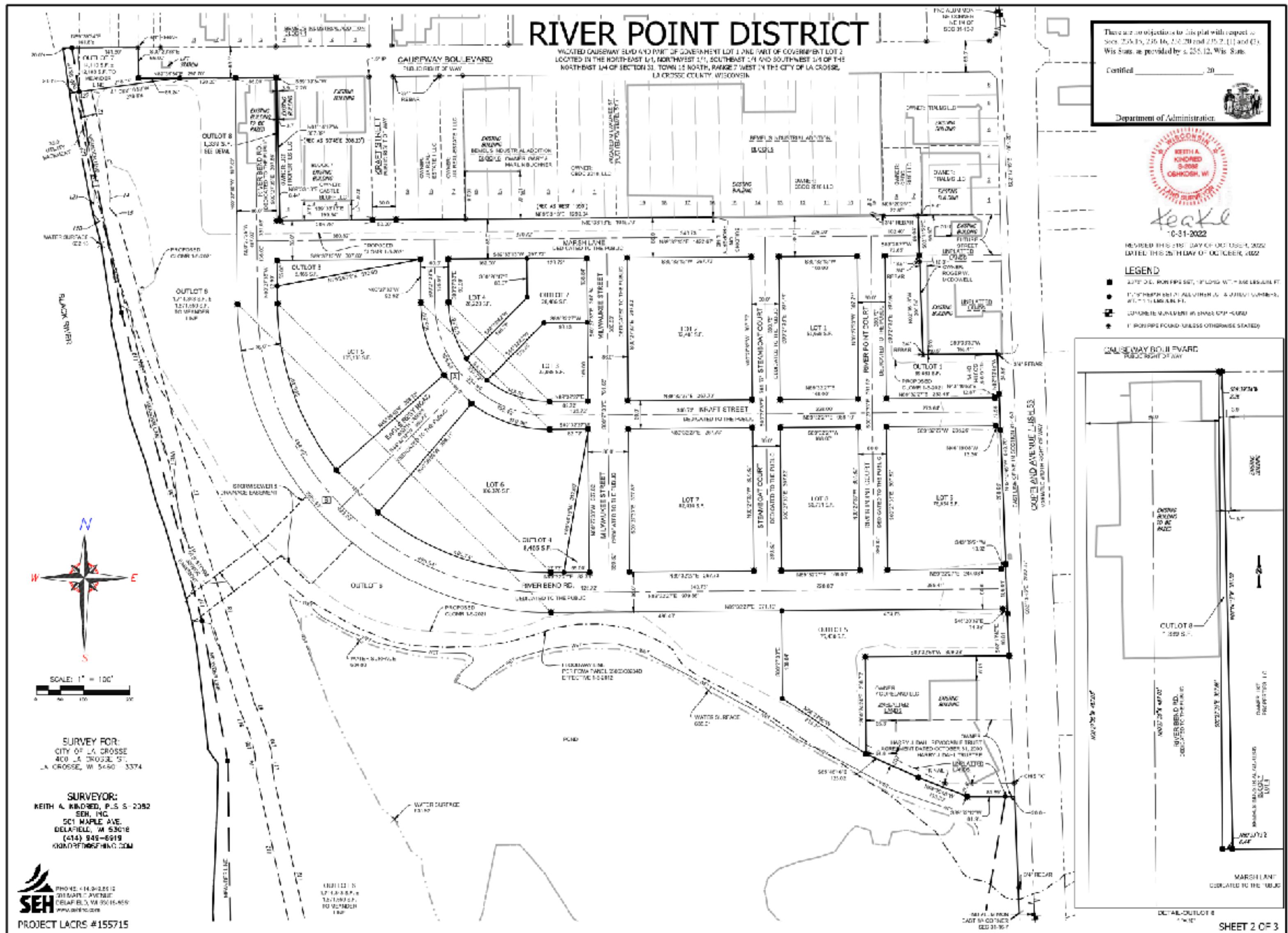
Appendix

PDD Master Plan-Reference Parcel Map

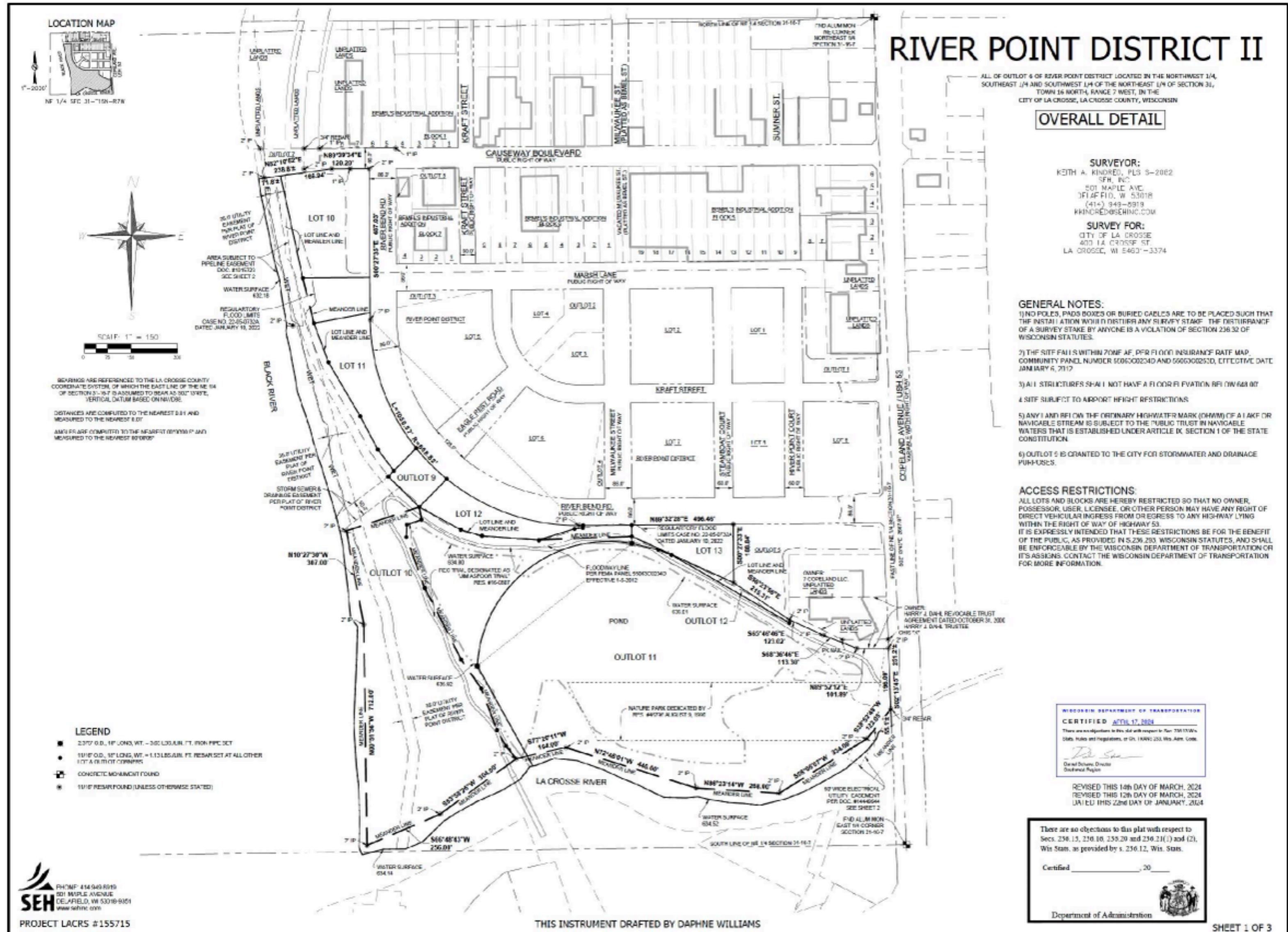
FIGURE 2.3.1: Site plan with labeled zones corresponding to the development summary.



Appendix-Plat Lot Size Map



Appendix-River Point District II Plat



RIVER POINT DISTRICT

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

RFEI-Responses



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0039

Agenda Date: 1/22/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: General Item

BALANCE SHEET														
	Type of Statement:	Co. Prep's	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	7/31/2025	8/31/2025	9/30/2025	10/31/2025	11/30/2025	12/31/2025
ASSETS														
Cash - SB Checking			\$5,000	\$11,632	\$175,924	\$5,100	\$55,570	\$315,390	\$94,265	\$5,000	\$40,210	\$5,000	\$118,504	\$19,219
Cash - SB MM (Operating, UR)			\$1,254,507	\$1,246,717	\$1,084,374	\$889,459	\$881,355	\$873,048	\$866,565	\$847,984	\$834,915	\$841,845	\$832,962	\$824,927
Cash - SB MM Restricted Equity Program Grant			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Cash - SB MM Restricted Planning Option Agreement Deposits			\$159,795	\$153,896	\$153,896	\$153,896	\$153,896	\$153,566	\$153,136	\$162,086	\$166,626	\$163,976	\$163,976	\$163,976
Total Current Assets			\$1,419,302	\$1,412,245	\$1,414,194	\$1,048,455	\$1,090,821	\$1,342,005	\$1,113,966	\$1,015,070	\$1,041,751	\$1,010,821	\$1,115,442	\$1,023,122
Land - Estimated Value			\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$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	\$331,697	\$331,697	\$331,697	\$331,697	\$331,697	\$331,697
63 Kraft Street			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,360,802	\$1,360,802	\$1,360,802
Note Receivable - Gorman (02/28/2034)			\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$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	\$8,745,663	\$8,646,767	\$8,673,448	\$10,003,320	\$10,107,941	\$10,015,621
LIABILITIES														
Contract Commitment - JBG Project Mgr			\$111,600	\$102,300	\$102,300	\$83,700	\$74,400	\$65,100	\$55,800	\$46,500	\$37,200	\$27,900	\$18,600	\$9,300
Contract Commitment - SEH Phase III Admin			\$104,027	\$104,027	\$90,499	\$67,254	\$31,687	\$3,907	\$1,198	\$1,198	\$1,198	(\$0)	(\$0)	(\$0)
Contract Commitment - SEH Phase IV			\$0	\$0	\$0	\$151,723	\$136,720	\$109,072	\$92,430	\$65,333	\$72,833	\$27,556	\$27,556	\$18,862
Contract Commitment - SEH Phase IV Admin			\$0	\$0	\$132,500	\$132,500	\$132,500	\$132,500	\$132,500	\$132,500	\$132,500	\$132,500	\$132,500	\$131,688
Contract Commitment - Chippewa Concrete Phase II			\$534,143	\$534,143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract Commitment - Chippewa Concrete Phase IV			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$974,978	\$974,978	\$974,978	\$929,140
Contract Commitment - Integrity Grading and Excavation			\$1,000,140	\$1,000,140	\$1,000,140	\$1,000,140	\$545,130	\$502,291	\$158,065	\$158,065	\$158,065	\$158,065	\$158,065	\$52,606
Total Liabilities			\$1,749,910	\$1,740,610	\$1,325,439	\$1,435,317	\$920,437	\$812,870	\$439,992	\$403,596	\$1,376,774	\$1,320,999	\$1,311,699	\$1,141,595
Net investment in capital assets			\$7,000,000	\$7,000,000	\$7,000,000	\$7,331,697	\$7,331,697	\$7,331,697	\$7,331,697	\$7,331,697	\$7,331,697	\$8,692,499	\$8,692,499	\$8,692,499
Unrestricted Funds			\$1,259,507	\$1,258,349	\$1,260,298	\$894,559	\$936,925	\$1,188,439	\$960,830	\$852,984	\$875,125	\$846,845	\$951,466	\$844,146
Restricted Funds			\$159,795	\$153,896	\$153,896	\$153,896	\$153,896	\$153,566	\$153,136	\$162,086	\$166,626	\$163,976	\$163,976	\$178,976
Unassigned Funds			(\$1,449,910)	(\$1,440,610)	(\$1,025,439)	(\$1,135,317)	(\$620,437)	(\$512,870)	(\$139,992)	(\$103,596)	(\$1,076,774)	(\$1,020,999)	(\$1,011,699)	(\$841,595)
Net Position			\$6,969,392	\$6,971,635	\$7,388,755	\$7,244,835	\$7,802,080	\$8,160,831	\$8,305,670	\$8,243,171	\$7,296,673	\$8,682,321	\$8,796,242	\$8,874,026
Total Liabilities & Net Position			\$8,719,302	\$8,712,245	\$8,714,194	\$8,680,152	\$8,722,518	\$8,973,702	\$8,745,663	\$8,646,767	\$8,673,448	\$10,003,320	\$10,107,941	\$10,015,621



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0080

Agenda Date: 1/22/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Resolution

Resolution authorizing acquisition of 65-67 Kraft St.

RESOLUTION

WHEREAS, the property at 65-67 Kraft Street is a part of the redevelopment plan and Planned Development District documents for River Point District; and

WHEREAS, the current owner of this property has proposed a sale price to the Redevelopment Authority that is in alignment with the acquisition price of other properties related to River Point District; and

WHEREAS, a request has been made to the Common Council to approve the transfer of Tax Incremental District 18 funds to the Redevelopment Authority for the acquisition of this property to be reviewed at their February 12, 2026 meeting as resolution #26-0023.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority hereby authorizes the acquisition of 65-67 Kraft Street for up to \$1,150,000 contingent on the approval of the Common Council's resolution #26-0023.

BE IT FURTHER RESOLVED, that Executive Director Andrea Trane and Chair Adam Hatfield are hereby authorized to sign any and all documents relating to the Redevelopment Authority's acquisition of this property.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0023

Agenda Date: 2/5/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving transfer of Tax Incremental District 18 funds as a contribution to the Redevelopment Authority for acquisition of properties for River Point District.

RESOLUTION

WHEREAS, the River Point District development is being developed by the City of La Crosse and Redevelopment Authority of La Crosse, and such development will provide economic growth and aesthetic benefit to the city and the surrounding area, including growth in housing, the tax base and job creation; and

WHEREAS, there are two properties that are a part of the redevelopment plan and Planned Development District documents that the Redevelopment Authority would like to acquire; and

WHEREAS, TID 18 was set up to help finance projects in the River Point District, and TIDs 11,13,14,15,16 & 17 were designated as donor TIDs to TID 18 to assist in financing until TID 18 became self-sufficient through Council approval on July 9, 2020 through resolution #20-0814.

NOW, THEREFORE, BE IT RESOLVED that a contribution from TID 18 to the Redevelopment Authority for the purpose of property acquisition within the development boundary of River Point District be made in an amount up to \$1,500,000.00.

BE IT FURTHER RESOLVED that any proceeds related to the potential lease or sale of this property in the future would remain assets of the Redevelopment Authority.

BE IT FURTHER RESOLVED that the Director of Planning and Development and the Director of Finance are hereby authorized to take all steps necessary in connection with this resolution.



CITY OF LA CROSSE

**400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org**

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0057

Agenda Date: 1/22/2026

Version: 1

Status: Agenda Ready

In Control: Redevelopment Authority

File Type: Request

January 22, 2026

**Redevelopment Authority of La Crosse
Project Manager Agreement – Second Extension**

This Project Management Agreement ("Agreement") is made and entered into this 1st day of February 2026 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and JBG Planning, LLC, a Wisconsin limited liability company, (the "Project Manager").

WITNESSETH:

WHEREAS, the RDA wishes to retain a Project Manager to perform certain management services in connection with the development of the land known as River Point District, (the "Development"), into a mixed-use community, (the "Project"), and Project Manager is willing to perform such services, all pursuant to the provision of this Agreement; and

WHEREAS, the Project Manager and the RDA desire to coordinate publicity and certain other matters pertaining to the Development, as further set forth herein; and

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

Appointment and Acceptance.

1. Subject to the provisions of this Agreement, the RDA hereby engages and appoints Project Manager as an independent contractor to be its exclusive project manager to manage the Development and the Project for the Term (as defined below). Project Manager hereby accepts the appointment set forth in this Section 1 and agrees to manage the Development and the Project for the Term in accordance with the terms and conditions hereinafter set forth.
2. Project Manager shall serve as an agent of the RDA and at times be the spokesperson for the Development subject to approval of the RDA and coordination with City Planning staff, and (i) in consultation with the RDA, Project Manager shall handle all "official" communications with the media regarding the Project, (ii) the RDA shall forward all business inquiries regarding the Development to Project Manager, and (iii) without limiting the ability of the RDA officials to reply to routine press inquiries, official RDA press releases regarding the Development may be reviewed and approved in advance by Project Manager, such approval not to be unreasonably withheld. RDA and Project Manager shall cooperate in good faith to maintain an overall marketing plan for the Development, (the "Marketing Plan").

3. Project Manager understands and acknowledges that RDA is subject to the Public Records Law of the State of Wisconsin. As such, Project Manager agrees to store and transfer to the City all records as defined by Wis. Stat. § 19.32(2) applicable to this Agreement for its use and retention for a period of not less than seven (7) years after the termination or expiration of this Agreement. Project Manager agrees to assist RDA in complying with any public records request that RDA receives pertaining to this Agreement, provided that, RDA provides Project Manager with a written copy of any public records request promptly after receipt. Additionally, Project Manager agrees to indemnify and hold harmless RDA, its elected and appointed officials, officers, employees and authorized representatives for any liability, including, without limitation, attorney fees related to or in any way arising from Project Manager's actions or omissions which direct result in the RDA's inability to comply with the Public Records Law. In the event that Project Manager decides not to transfer its full and complete records associated with this agreement, then it shall provide written notice to RDA whereupon RDA shall take custody of said records assuming such records are not already maintained by RDA. This provision shall survive the termination or expiration of the Agreement.

Term.

1. (a) The initial term, (the "Initial Term"), of this Agreement shall commence on the Effective Date and shall end one year following the Effective Date, (the "Expiration Date"), unless sooner terminated as provided herein or by written agreement of the parties. Unless terminated for cause, the Expiration Date shall mark the end of the monthly retainer provided that the Term is not extended as provided below but not obligations for payment of the Land Sale Success Fee, each as defined in the Compensation for Services section of this Agreement.

(b) The term of this Agreement may be extended by one (1) month or (1) year periods, (the "Extended Term(s)'), by mutual written agreement of the parties.
2. If at any point during the term of this agreement, the RDA Executive Director (Director) determines that project activity has diminished to a point requiring less project management support from the Project Manager, the Director may reduce the contract through a 60 day written notification to the Project Manager.

Project Management Services.

1. (a) Project Manager shall have the responsibility for the following:
 - i. Establish a project management communications platform with the approval of the RDA to track all project progress and monthly status reports, including but not limited to assessing project opportunities and challenges, project timelines and critical dates, delays or interruptions, opportunities for economy of scale, collaborations or coordinated projects, changes in project scope or alterations, real estate value projections or economic metrics, project quality and standards and construction changes including contractor or subcontractor modifications.

- ii. Maintain regular communications (weekly (staff), monthly (RDA)) with all associated technical staff, consultants, investors, developers and real estate professionals (project manager shall maintain a listserv).
- iii. Maintain current information about the project on the project website and social media (as approved by the Executive Director and/or RDA) and update at a minimum, monthly.
- iv. Address weekly concerns or questions by investors/developers engaged in the project or pursuing engagement with the RDA and take issues to the RDA as needed.
- v. Advise the RDA and staff as to the opportunities and vulnerabilities of each agreement and impending project (proforma analysis), with the assistance of the RDA's financial consultant (Ehlers).
- vi. Assist in the administration of public financing of the project derived from TIF, RDA funding or other public sources.
- vii. Identify and assist in the pursuit of P-5 funding and grants (Public, private, non-profit, philanthropic or crowdfunding) for the project from public sources when these programs may bring additional benefit to the City and/or RDA's long-term interests or when they may advance the project due to financial constraints or opportunities. Project Manager's responsibilities include, during the term of this extension, completing or submitting applications for grants approved by the Director and the Project Manager.
- viii. Maintain data on the real estate holdings of the RDA in the development to communicate with the City on RDA real estate assets, changes in value or opportunities and vulnerabilities
- ix. Assist the RDA in maximizing the value of each real estate transaction by the RDA in terms of economic, social, environmental and cultural gains (establishing an evaluation tool with quantifiable metrics in each category to evaluate targeted return on investment for each real estate transaction)
- x. Manage the RDA's interests in each development agreement through construction, final inspection and occupancy of each project in River Point District.
- xi. Assist in the organization of public relations events such as groundbreakings and ribbon cuttings.
- xii. Advise the RDA and City on the need for any land use or permitting to adjust for projects as needed and facilitate official reviews by the City (such as a zoning or land use regulatory amendment).
- xiii. Send Requests For Expressions of Interest (RFEI's) or other advertisements to prospective investors to assist the RDA in securing future investment commitments.
- xiv. Manage the project from the standpoint of achieving the results ratified in the City's River Point District Master Plan and Planned Development District documents.
- xv. Assisting the RDA in guiding the infrastructure planning for the Development.
- xvi. Assisting the RDA in negotiating with prospective developers and purchasers for individual projects, subject to final approval of the RDA.

(b) Without limiting the generality of the foregoing subsection, Project Manager shall provide the following services, (collectively, the "Services"), covering all phases of Project Management in accordance with the terms and conditions herein set forth:

- i. Identify for RDA all zoning, land use and other permits, licenses, consents, approvals and authorizations under all federal, state or local laws from all government authorities required in connection with the design of the Project or the commencement or completion of construction of the Project, (collectively, the "Permits"), including, without limitation, the rezoning of the Project and any of the following, if required: open space requirements, archaeology, view corridors, height restrictions, subdivision requirements, setbacks, and impact fees. Advise, consult RDA and make recommendations to RDA in connection with the issuance of all such Permits, including (a) preparing applications for and processing Permits, (b) making presentations on behalf of the RDA in support of such applications, (c) negotiating with the appropriate government authorities, community groups and other interested persons regarding such Permits, and (d) any appeal of, challenge to, or action to enjoin or restrain, any Permit;
- ii. Assist, as needed, in the selection of contractors from a list of contractors approved by the City of La Crosse with respect to improvements to be made by the RDA. Advise, consult and recommend to RDA such other subcontractors, interior designers, architects, engineers, lawyers, accountants, surveyors and other specialists and consultants as may be required for the Development, (collectively with the General Contractor, the "Consultants"). Coordinate and supervise the process for selection by RDA of such Consultants for review and analyze proposals from such Consultants. Advise RDA as to such review, and following approval thereof by RDA, prepare, review and evaluate proposed contracts between the RDA and such Consultants. If requested by RDA, negotiate on behalf of RDA such proposed contracts according to the terms acceptable to the RDA, subject to final approval of the RDA. Coordinate the work of the Consultants and the integration of such work into the design of the Development. Review the work of the Consultants and make recommendations to RDA concerning their work. As to improvements to be made by private developers in connection with portions of the Project, advise regarding the qualification of the contractors for such improvements as requested.
- iii. Cooperate with all brokers and advisors who may be retained by RDA with respect to the listing and marketing of the Project for sale or lease, (collectively, "Brokers").
- iv. Coordinate the preparation of the design of the Project architect, (the "Architect"), and other Consultants. Coordinate the work of the Architect and the review and written approval of the RDA of all conceptual design documents, schematic design documents, and design development documents. Coordinate and integrate the work of other Consultants, which impacts the design of the Project. Review design documents for errors or omissions.
- v. Coordinate delivery of Architect's and Consultants' recommendations to RDA concerning the design, including selection of materials, building systems and equipment, the feasibility of construction methods, the availability of materials and labor, and time requirements to procurement, installation and construction. Assist the Architect and Consultants to assure that all design documents comply with any legal requirements.

- vi. Coordinate and supervise the submission of applications to, and negotiations with, utility companies and government authorities having jurisdiction over the Project for agreements relating to the installation of utility and sewer service and communications infrastructure.
- vii. Advise, consult, and recommend to RDA monthly, revisions to the Budget.
- viii. Prepare for RDA's approval a proposed schedule, (the "Schedule"), for the substantial completion of the Development setting forth completion dates itemized into such major categories as RDA may request. Revise from time to time, as may be necessary, the Schedule, with RDA's approval, to reflect the actual progress of the Development.
- ix. With the assistance of the RDA, prepare and deliver to RDA not less than once monthly a written report in the form acceptable to the RDA, which shall include: (a) the current Budget and current Schedule, (b) a summary of all costs incurred through the end of the preceding calendar month, (c) an analysis comparing the costs incurred to costs set forth in the Budget, (d) an analysis comparing the current state of the Development to the Schedule, and (e) a summary of any significant events associated with the Development, including the Budget and Schedule. Meet with designated representatives of the RDA as frequently as RDA may reasonably request and keep RDA informed of the progress of the Development.
- x. Make periodic visits to the job site as and when necessary to perform its obligations pursuant to, and in accordance with, the terms of this Agreement (but in all events, not less than twice a month during construction of the Development). Review the work and progress of the Development with the Consultants.
- xi. Regularly monitor the Development and advise RDA promptly as to any known or anticipated material delays or material cost overruns. For such purpose, if a cost overrun may appropriately be 'covered' by a contingency line item in the construction budget, then it will not be deemed a material cost overrun requiring prompt notice.
- xii. Review applications for payment submitted by the Consultants and prepare documentation for all requests for payments from RDA in form and content sufficient to permit RDA to determine the appropriateness of such payments.
- xiii. Keep RDA fully informed as to all matters pertaining to the Development and disclose and transmit to RDA all correspondences, communications, or other notices received and intended for RDA in connection with the Development.
- xiv. Apprise RDA of any fact to which Project Manager has notice or knowledge with respect to the Development that may be anticipated to have an adverse effect upon the Project or RDA's interest therein, including, without limitation, material cost impacts, material changes to approved plans ("material", as used herein, shall mean a change that would require Master Developer to seek approval/re-approval of the previously approved plans), and any actual or potential disputes.
- xv. Use its best efforts to assist RDA in marketing for sale and in closing on the sale Project property (or portions thereof) to developers of specific projects in accordance with the Services described above.
- xvi. Keep RDA fully informed of the progress of the Development and promptly advise the RDA of any proposed material deviation from the design documents.

- xvii. Use diligent efforts to comply with or cause compliance with all applicable legal requirements as well as all Permits issued with respect to the Development. Since the Project is and will be owned by the RDA or other developers or both, RDA acknowledges that the Project Manager's standard of care in fulfilling this obligation is to identify issues, advise the relevant parties, and report any compliance issues to legal authorities at such time as Project Manager believes that reporting is appropriate or legally required.
- xviii. Notify Executive Director within twenty-four (24) hours upon discovery by Project Manager of any hazardous substances at the Project that have not been identified previously as an environmental concern.
- xix. Inspect and take action to cause all punch list items, defects and/or warranty claims to be promptly completed or corrected, as the case may be, by General Contractor within thirty (30) days of receipt of such punch list items, defects and/or warranty claims.
- xx. Otherwise act as RDA may, from time to time, reasonably request in writing with respect to the Development of the Project and as may be reasonably necessary to ensure the completion of the Development.
- xi. Based on information available and to the best of ability, accurately disclose and represent development conditions of the site to prospective investors.
- xxii. Notwithstanding any other provision of this Agreement, Project Manager shall have no authority to execute any contract, agreement, letter of intent or other instrument on behalf of RDA or otherwise act on behalf of RDA with respect to the negotiation or consummation of any such agreement, except as RDA may otherwise direct in writing. The RDA's decision to execute any such contract, agreement, letter of intent or other instrument shall be in their sole and absolute discretion. By virtue of acting in its capacity under this Agreement, Project Manager does not assume, and will have no duty to pay or perform, any expense, obligation or liability associated with the Project except as specifically set forth in this Agreement.

Project Management Performance Metrics.

Given the general definition of project management being the process of leading the work of a team to achieve project goals with well-documented communications and proactive actions in identifying opportunities and vulnerabilities and to act on these issues in a timely manner to effectuate the project's implementation given primary constraints of scope, time and budget, it is important for the Project Manager and RDA to establish expectation of this agreement as defined by certain metrics to avoid both misunderstandings of projects scope and/or scope. Therefore, the following are generally considered acceptable performance metrics for the Project Management position under this agreement:

1. Accurate, articulate, consistent and regular communications of project details as established relative to frequency and scope as defined herein including, but not limited to, monthly update report delivered to the RDA the week prior to their monthly meeting.
2. The identification of opportunities and challenges related to the project/s and the timely and proactive response to identify solutions and/or a course of action in collaboration with staff and the RDA.

3. Elevating the project through expert management in order that it achieves the goals of the RDA's Redevelopment Master Plan.
4. Maintaining excellent relationships with project partners and prospective partners in representing the RDA well in its endeavor to redevelop its real estate holdings.
5. Assist the RDA in understanding the return on investment of its decisions, economically, socially, environmentally and culturally through a careful analysis of pending agreements/land sales.

RDA's Obligations Under this Agreement.

1. RDA shall authorize and encourage its contractors to communicate with the Project Manager in a timely manner
2. RDA shall inform its contractors of the selection of a Project Manager under this agreement
3. RDA shall share information from the Project Manager which is essential to the Project Manager performing its duties under this agreement
4. Reserve a minimum of \$5,000 in its annual budget for Project Management software licensing for authorized staff and project partners in order to establish a consistent communication platform among project stakeholders/participants as determined by the RDA and Project Manager.
5. Any other expenses or reimbursable is subject to approval by the RDA or Executive Director prior to the expenditure.

Compensation for Services. In consideration of the Project Manager's provision of the Services, the RDA shall pay Project Manager each of the fees described as follows:

1. **Monthly Retainer.** The RDA shall pay Project Manager a monthly retainer for the services described herein, (the "Monthly Retainer"). The Monthly Retainer will be paid in the amount of nine thousand three hundred dollars (\$9,300.00) per month, due and payable on the 15th of each month for the duration of the Term of this agreement, commencing with the month of execution of this Agreement. The maximum aggregate Monthly Retainer under this Agreement for the Initial Term (twelve months) shall be one hundred eleven thousand six hundred dollars (\$111,600.00). In the event the term is extended, then RDA shall continue to pay the Project Manager the Monthly Retainer for each month after the Term that the Project Manager is providing the services hereunder.

Expiration and Termination.

1. If Project Manager shall (i) default in the performance in any of its material obligations (defined as the scope of work outlined herein) hereunder, and such default shall continue for thirty (30) days after notice of such default by the RDA, unless such default cannot reasonably be cured within such thirty (30) days and Project Manager diligently prosecutes same, then RDA shall have the right to terminate this Agreement immediately upon written notice thereof delivered by RDA to Project Manager, and Project Manager's right to receive any further Monthly Retainer will be terminated. Land sales and sale closings pending at the time of termination which were commenced as referenced in Compensation for Services, 2. i. will remain as a compensation obligation beyond the termination of this agreement.

2. Project Manager is not authorized to handle RDA's funds, and if Project Manager inadvertently receives a payment that belongs to RDA, Project Manager will as soon as practicable turn over to RDA the payment in the form received, with any necessary endorsements supplied.
3. Upon the expiration or earlier termination of this Agreement pursuant to the terms and conditions hereof, Project Manager shall, at Project Manager's sole cost and expense, immediately (i) surrender and deliver up to RDA the Project and all materials, equipment, tools, supplies, (which belong to the RDA or the City of La Crosse), along with keys, contracts, documents, books, accountings, papers and records pertaining to the Development, Project and to this Agreement, and (ii) furnish all such information and take all such action as shall be reasonable to effectuate an orderly and systematic ending of Project Manager's duties and activities hereunder. This Section shall survive the expiration or termination of this Agreement.
4. Upon and after any termination of this Agreement, Project Manager shall cooperate with RDA, at no cost to RDA, and any new project manager designated by RDA to affect an orderly transition and transfer of the management of the Project.
5. Project Manager and RDA may terminate this Agreement at any time upon not less than 90 days written notice to RDA and only those incurred costs associated with the monthly retainer or land sale success fees which are in process and approved up until the time of said termination shall be obligated by the RDA.

Notices. All written notices or other written communications pursuant to this Agreement shall be sent by registered or certified U.S. Mail postage prepaid, by hand delivery to an authorized officer of such party, by overnight courier (charges prepaid), or by e-mail (followed by a copy by first class U.S. Mail) to the following address, or such other address as the parties may designate in writing:

If to RDA:

Redevelopment Authority of La Crosse c/o Andrea Trane, Executive Director
400 La Crosse Street
La Crosse, WI 54601

If to Project Manager:

JBG Planning LLC, c/o Jason Gilman, Principal
316 24th St. N.
La Crosse, WI 54601

All such notices properly addressed and transmitted shall be deemed received on the earlier to occur of (i) actual receipt by the intended recipient, (ii) the date of transmission (in case of e-mail), (iii) two (2) business days after deposit in U.S. Mail (in the case of U.S. Mail), or (iv) one (1) business day after delivery to the courier for next day delivery (in case of overnight courier).

Miscellaneous.

1. Entire Agreement. This document constitutes the sole agreement between the parties and supersedes any and all written agreements or understandings between them pertaining to the transactions contemplated herein. No representations, warranties or inducements, express or implied, have been made by any party to any other party except as set forth herein.
2. Independent Contractor. Project Manager's relationship to the RDA is that of an independent contractor, and neither Project Manager nor RDA shall represent (either expressly or impliedly) to any other person that Project Manager relationship to RDA is other than that of an independent contractor.
3. Exculpation. No member, trustee, officer, director, employee or agent of RDA shall be personally liable for any of the obligations of RDA and Project Manager. No member, trustee, officer, director, employee or agent of Project Manager shall be personally liable for any of the obligations of RDA and Project Manager.
4. Captions. The captions and headings in this Agreement are for convenience only, and are not part of this Agreement and do not in any way limit or amplify the provisions hereof.
5. Amendments. All amendments or modifications to this agreement shall be in writing and signed by RDA and Project Manager
6. Successors and Assigns. Project Manager shall not assign this Agreement without the express written consent of RDA in the RDA's sole and absolute discretion. Subject to this section, this Agreement shall inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.
7. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.
8. No Waiver. No waiver by party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or a waiver of any subsequent breach by a party of the same or any other provision.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable, the other provisions of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted under applicable law.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, but all such counterparts together shall constitute but one agreement.
11. RDA shall indemnify and hold harmless the Project Manager its officers, directors, and employees, and agents from and against any and all damages, costs, losses, claims, liabilities or damages arising out of or incurred in connection with the conduct, actions, misrepresentations or omissions of the RDA, its employees and contractors, involving or pertaining to the Development and Project or RDA's failure to perform any duties or obligations pursuant to this Agreement, unless such liability or claims arise from the intentional acts or negligence of the Project Manager. These provisions shall survive the termination of this Agreement.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of the RDA or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities

contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against the RDA, (a) RDA or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) RDA's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify the RDA in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) the RDA shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to the RDA except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Under no circumstances shall the RDA's total liability of this contract exceed \$111,600.

12. Compliance with all Laws. Throughout the Term, Project Manager agrees that it shall fully and faithfully comply with all laws, statutes, ordinances, common laws, rules, regulations, orders, decrees, and the like (collectively, "Laws") including, without limitation, any and all Laws relating to the licensing of property development managers.
13. Insurance. Project Manager shall, at its sole cost and expense minus the RDA contribution listed in this extension, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
 - A) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage;
 - B) Project Manager will present proof of Automobile Insurance documenting that personal vehicle is used for business purposes;
 - C) Umbrella Liability Insurance of not less than \$1,000,000 per claim and annual aggregate; and
 - D) 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, Redevelopment Authority of La Crosse shall be named as an additional insured on any General Liability 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 the 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 RDA 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.

14. **Indemnification.** Project Manager agrees to indemnify, save and hold RDA, and its members, officers, partners, directors, trustees, agents and employees, harmless from and against any actual expense (including court costs and reasonable attorney's fees), loss, damage, death, injury, fine, penalty, or liability arising out of or resulting from (i) the acts or omissions of Project Manager and its members, directors, trustees, agents or employees, which constitute negligence, fraud, embezzlement, malfeasance or willful, reckless or criminal misconduct, (ii) any actions of Project Manager which Project Manager should have reasonably believed, at the time of taking such actions, to be beyond the scope and authority conferred upon Project Manager hereunder, or (iii) any failure of Project Manager to perform its material obligations under this Agreement, provided such failure was not caused in whole or in part by RDA or events beyond the reasonable control of the Project Manager.
15. **Standard Terms and Conditions.** Project Manager agrees to the provisions of the Standard Terms and Conditions with the following exceptions which have not already been addressed through this Agreement. Where there are conflicting provisions between the Agreement and the City of La Crosse's Standard Terms and Conditions, the Agreement shall prevail.
 - #3 is rendered inapplicable as JBG Planning LLC is a sole proprietorship LLC.
 - #4 is replaced by the scope of services listed in the operating agreement.
 - #5 is replaced by provision in the Operating Agreement, Project Management Services, section 1, vii and the entire Project Management section defining the scope of this contract.
 - #6 is replaced by section "Compensation for Services" in the Operating Agreement.
 - #8 is replaced by section "Expiration and Termination" in the Operating Agreement
 - #9 is replaced by section "Expiration and Termination" in the Operating Agreement
 - #17 This section is hereby removed as this contract is with a single PM entity "JBG Planning LLC" and is further clarified under "Miscellaneous" #2.
 - #20 is replaced by section "Notices" in the Operating Agreement
 - #21 is replaced by section "Miscellaneous" #9 Severability
 - #22 is replaced by section, "Miscellaneous" #6
 - #29 is replaced with The Operating Agreement in its entirety
 - #30 is replaced by section "Miscellaneous" #5
 - #31 is hereby removed as this contract does not include a project schedule for the PM scope.
 - #33 is replaced with section "Notices" in the Operating Agreement
 - #44 is hereby replaced by section "Miscellaneous" #6

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Redevelopment Authority of La Crosse

By: Adam Hatfield, Chair

Dated

JBG Planning LLC

By: Jason Gilman, Managing Member

Dated



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0022

Agenda Date: 2/5/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the transfer of funds to the Redevelopment Authority of La Crosse for the Project Manager contract.

RESOLUTION

WHEREAS, the City of La Crosse has established the Redevelopment Authority of La Crosse (RDA) for the purpose of improving lands in the City that are in need of reinvestment and redevelopment; and

WHEREAS, the property known as the River Point District development is being developed by the City and RDA, and such development will provide economic growth and aesthetic benefit to the city and the surrounding area, including growth in the tax base, creation of housing and job creation; and

WHEREAS, in 2022 the RDA approved the hiring of a Project Manager and funds were transferred from the Council for payment of the full contract via resolution #22-1308; and

WHEREAS, it is the request of the RDA that this contract be extended for 3 more years, with the option to renew annually; and

WHEREAS, such expense is projected to be \$111,600 annually, and the RDA has the capacity to fund half of this over the next 3 years; and

WHEREAS, by this Resolution, the City of La Crosse Common Council desires to continue providing support for improving lands in the City that need reinvestment and redevelopment.

NOW, THEREFORE, BE IT RESOLVED by the La Crosse City Council, that the Common Council authorizes its officers, staff and consultants to transfer \$55,800 per year for 3 years, starting March 1, 2026, from Tax Incremental Financing District 18 to the Redevelopment Authority of the City of La Crosse.

BE IT FURTHER RESOLVED that the Director of Finance and Director of Planning and Development are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

**400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org**

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation