



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

City Plan Commission

Tuesday, September 2, 2025

4:00 PM

Council Chambers

The meeting is open for in-person attendance and will also be conducted through video conferencing. To join the meeting click this link (or typing the URL in your web browser address bar):
<https://cityoflacrosse-org.zoom.us/j/88991607803?pwd=d3hhNURndXZXZWRYRIZ4eWFTTndoQT09>
Meeting ID: 889 9160 7803; Passcode: CPC23; Call in: 1-305-224-1968.

The meeting can be viewed by visiting the Legislative Information Center (<https://cityoflacrosse.legistar.com/Calendar.aspx>) and clicking on the "In Progress" video link to the far right in the meeting list.

If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in. Members of the public who would like to provide written comments on any agenda may do so by emailing tranea@cityoflacrosse.org, using a drop box outside of City Hall or mailing the Department of Planning, Development and Assessment, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7512

Call to Order

Roll Call

Approval of Minutes from the August 4th, 2025 meeting.

Agenda Items:

[25-0938](#)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Traditional Neighborhood District - Specific, allowing for mixed use of the building as an office space and a residential rental unit at 1202 State St.

Attachments: [Ordinance](#)

[Rezoning Petition](#)

[300-foot Property Owner Buffer List](#)

[Buffer Map](#)

[Notice of Hearing](#)

[Undeliverable Mailing - Resent 8.12.2025](#)

[Undeliverable Mailing - 8.15.2025](#)

[CPC Staff Report 09022025.25-0938.JD.pdf](#)

[25-0972](#)

Resolution approving a twenty-year lease extension with J.F. Brennan Company Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

Sponsors: Newberry

Attachments: [Resolution](#)

[Staff Report](#)

[252705 - Brennan 300 SC Final - J.F. Brennan St. Cloud Lease Agreement Sigr](#)

[252705 - Brennan ILP Final - Brennan Marine Lease Agreement Signed](#)

[CPC Staff Report 09022025.25-0972.TA.pdf](#)

[25-0143](#)

Update on the zoning/subdivision code project.

Attachments: [Forward La Crosse Zoning Promotion 08.01.2025.pdf](#)
[Zoning Code Update Project Update 5.29.2025.pdf](#)
[Built Form Study_Districts.042825.pdf](#)
[Built Form Study_Neighborhoods.042825.pdf](#)
[Character Areas Defined.042825.pdf](#)
[Downtown Character Areas.042825.pdf](#)
[Zoning 101_23Apr_compressed.042825.pdf](#)
[Built Form Study_Corridors.042825.pdf](#)
[Zoning Code Update Memo V2 3-31-2025](#)
[DRAFT Zoning Code Update Survey #1 3-31-2025](#)
[DRAFT Zoning 101 Presentation 3-31-2025](#)
[DRAFT Form Plate George St 3-31-2025](#)
[Zoning Code Update Memo V1 3-3-2025](#)
[Summary of Residential Lot Standards 3-3-2025](#)
[1950 Zoning Map 3-3-2025](#)
[Study Guide for City Plan Commission_30Jun2025.pdf](#)
[Forward La Crosse CPC.pdf](#)

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.

Mayor Shaundel Washington-Spivey, Elaine Yager, Jacob Sciammas, James Cherf, Jennifer Trost, Matt Gallagher, Olivia Stine, Aron Newberry and James Szymalak.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0938

Agenda Date: 9/2/2025

Version: 1

Status: New Business

In Control: Judiciary & Administration Committee

File Type: Ordinance

Agenda Number:

ORDINANCE NO.: _____

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the to the Traditional Neighborhood District – Specific, allowing for mixed use of the building as an office space and a residential rental unit at 1202 State St.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Subsection 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Local Business District to the to the Traditional Neighborhood District – Specific on the Master Zoning Map, to-wit:

Tax Parcel 17-20227-070; 1202 State St

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This ordinance shall take effect and be in force from and after its passage and publication.

Shaundel Washington-Spivey, Mayor

Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

For a Planned Development District or
Traditional Neighborhood District

Petitioner (name and address):

George Keith Brown 2945 Baier Ln LaCrosse WI 54601

Owner of site (name and address):

George Keith Brown 2945 Baier Ln LaCrosse WI 54601

Address of subject premises:

1202 STATE ST LaCrosse WI 54601

Tax Parcel No.:

17-20227-70

Legal Description (must be a recordable legal description; see Requirements):

Lots 5 and 6, except the east 30 7/8 feet of said Lot 5, of subdivision of Block 19, Metzger and Funk's Addition to the city of LaCrosse, County of LaCrosse, State of Wisconsin; Excepting THEREFROM the lands conveyed to the City of LaCrosse in War

PDD/TND: ☐ General ☒ Specific ☐ General & Specific

Zoning District Classification:

C1-Local Business

Proposed Zoning Classification:

TND Specific

Is the property located in a floodway/floodplain zoning district? ☐ Yes ☒ No

Is the property/structure listed on the local register of historic places? ☐ Yes ☒ No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? ☒ Yes ☐ No

Is the consistent with the policies of the Comprehensive Plan? ☒ Yes ☐ No

Property is Presently Used For:

Commercial - office space

Property is Proposed to be Used For:

Commercial office, door facing state
Residential apartment, door facing alley

Proposed Rezoning is Necessary Because (Detailed Answer):

TND Zoning is required for mixed use property.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

the proposed zoning/use will fit well into current neighborhood.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):

this fits well into the city's long term goals for greater density, urban mixed uses, and increase efficiency of resources.

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the 13th day of February, 2025.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Dean Keith Bur

(signature)

608-790-5739

(telephone)

7-2-25

(date)

K64rent@gmail.com

(email)

At least 30 days prior to filing the petition for approval of the designation of a Planned Development District, the owner or his agent making such petition shall meet with the Planning Department, Engineering Department and Building Safety to discuss the scope and proposed nature of the contemplated development. (Pursuant sec. 115-156(3)(e)(1) of the Municipal Code of Ordinances of the City of La Crosse.)

PETITIONER SHALL, BEFORE FILING, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 25th day of July, 2025

Signed: [Signature]

Director of Planning & Development

AFFIDAVIT

STATE OF WI)
) ss
COUNTY OF Lacrosse)

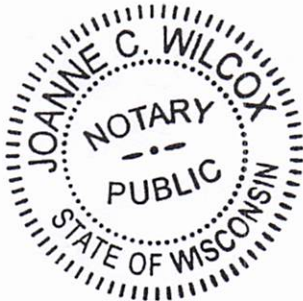
The undersigned, George Keith Brown, being duly sworn states:

1. That the undersigned is an adult resident of the City of Lacrosse, State of WI.
2. That the undersigned is (one of the) legal owner(s) of the property located at 1202 STATE
3. By signing this affidavit, the undersigned authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

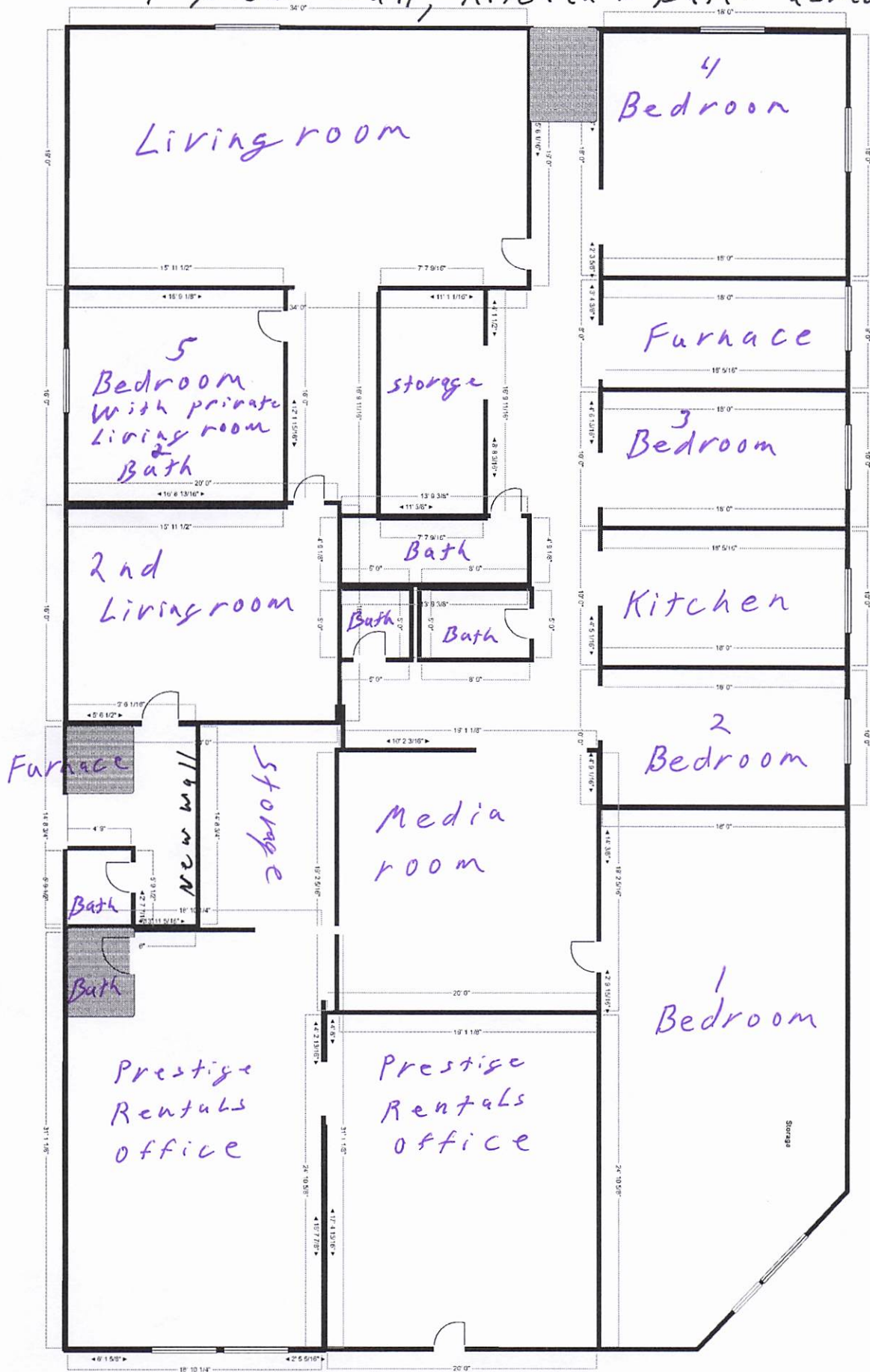
George Keith Brown
Property Owner

Subscribed and sworn to before me this 2 day of July, 2025

Joanne C. Wilcox
Notary Public
My Commission expires 1/9/27



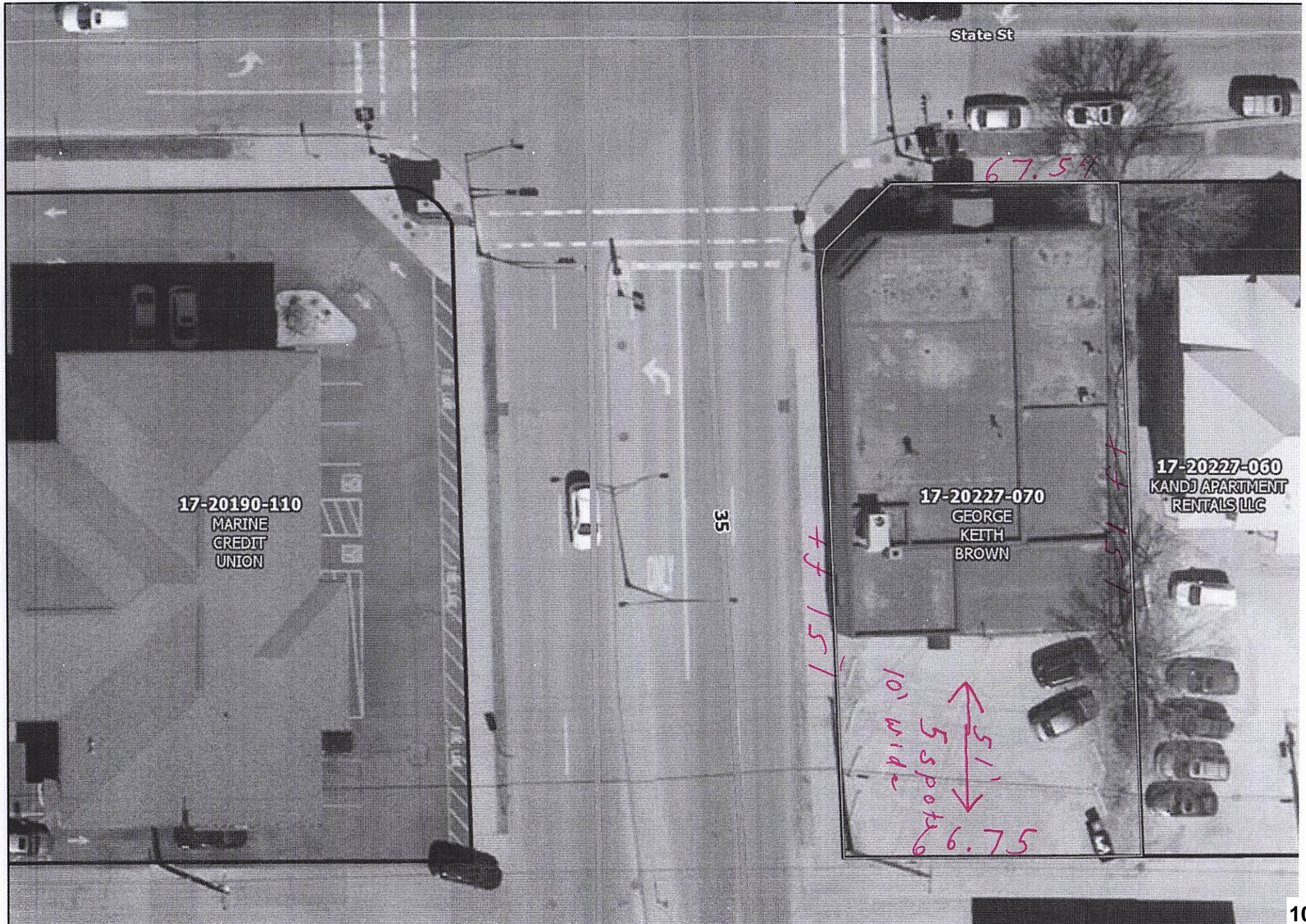
No changes to layout other than
1 new wall, Kitchen & Bath's already present.



(See recorded documents for a complete legal description)

SUBDIVISION OF BLOCK NO. 19 OF METZGER & FUNK'S ADDITION PRT LOTS 5 & 6 BEG NW COR LOT 6 E ALG N LN LOTS 6 & 5
67.54FT S 151FT TO S LN LOT 5 W 66.75FT TO SW COR LOT 6 N ALG W LN LOT 6 151FT TO POB EX PRT TAKEN FOR R/W IN DOC NO.
1463533

La Crosse County Web Map



Rezoning Narrative for 1202 State St, La Crosse, WI

****Property Owner**:** George K Brown

****Property Address**:** 1202 State Street, La Crosse, WI 54601

****Parcel Number**:** 17-20227-070

****Current Zoning**:** Commercial

****Proposed Zoning**:** Mixed-use (Business Office + Residential)

Proposal Overview:

As the owner and landlord of the property at 1202 State Street, I am requesting a rezoning to allow for a dual-purpose use: a small business office in the front of the building (commercial use) and a residential rental unit in the rear portion (housing use). This is intended to preserve and enhance the property's contribution to the neighborhood's walkability, accessibility, and character, while better utilizing the existing structure and layout.

The property will not be significantly altered externally, and any renovations will comply with applicable building and safety codes. The front space will serve as a professional or administrative office, while the back portion will serve as a one-unit rental housing space.

Purpose and Need:

- The current zoning restricts this property's flexibility to meet both commercial and residential needs.
- The proposed use supports small business operation while adding valuable rental housing in a walkable neighborhood.
- This supports the goals of diverse land use, economic opportunity, and neighborhood vitality in a way consistent with the City's zoning and development plans.

How the Proposal Meets §115-403(d) Traditional Neighborhood Development

Design Standards:

Per §115-403(d), this property and use proposal adheres to the following TND design principles:

- Compact Design:

The proposed use maximizes the utility of the existing building without expanding the footprint. Both the commercial and residential functions will operate within the structure, contributing to compact, efficient land use.

- Mixed Land Uses:

The proposal introduces a live/work model within the same parcel, aligning with the TND goal of integrating multiple uses in a single building or block. This aligns with a walkable, mixed-use neighborhood model and reduces reliance on vehicle travel.

- **Walkability:**

The site is located on State Street, a key thoroughfare within walking distance of other businesses, residences, schools, and transit options. The dual-use design encourages pedestrian access and engagement with the neighborhood.

- **Connectivity and Accessibility:**

The location is accessible by sidewalk and public transportation. Parking for both uses will be managed on-site or via adjacent legal street parking, in compliance with code.

- **Human-Scale Design and Building Orientation:**

The building maintains its original human-scale façade and entrance orientation toward the street, as typical of traditional neighborhood structures. The commercial entrance will remain clearly defined at the front, while the residential entry will be set toward the rear or side, ensuring clear and functional access for both.

- **Diverse Housing Types:**

The rear housing unit introduces a small-scale rental opportunity into a predominantly commercial corridor, offering diverse housing options while remaining sensitive to neighborhood character.

- **Sustainability and Reuse of Existing Structures:**

The proposed change will reuse and repurpose an existing building instead of requiring new development, preserving materials and minimizing disruption to the neighborhood.

Conclusion:

This proposed rezoning supports the principles and intent of the Traditional Neighborhood Development zoning standards by enhancing land use efficiency, encouraging walkable and human-scale mixed-use, and increasing the vitality of the neighborhood without disrupting its character. The combination of business office and residential unit will contribute to the long-term sustainability of the property, support local economic activity, and provide additional housing — all in a manner consistent with La Crosse's comprehensive plan and zoning goals.

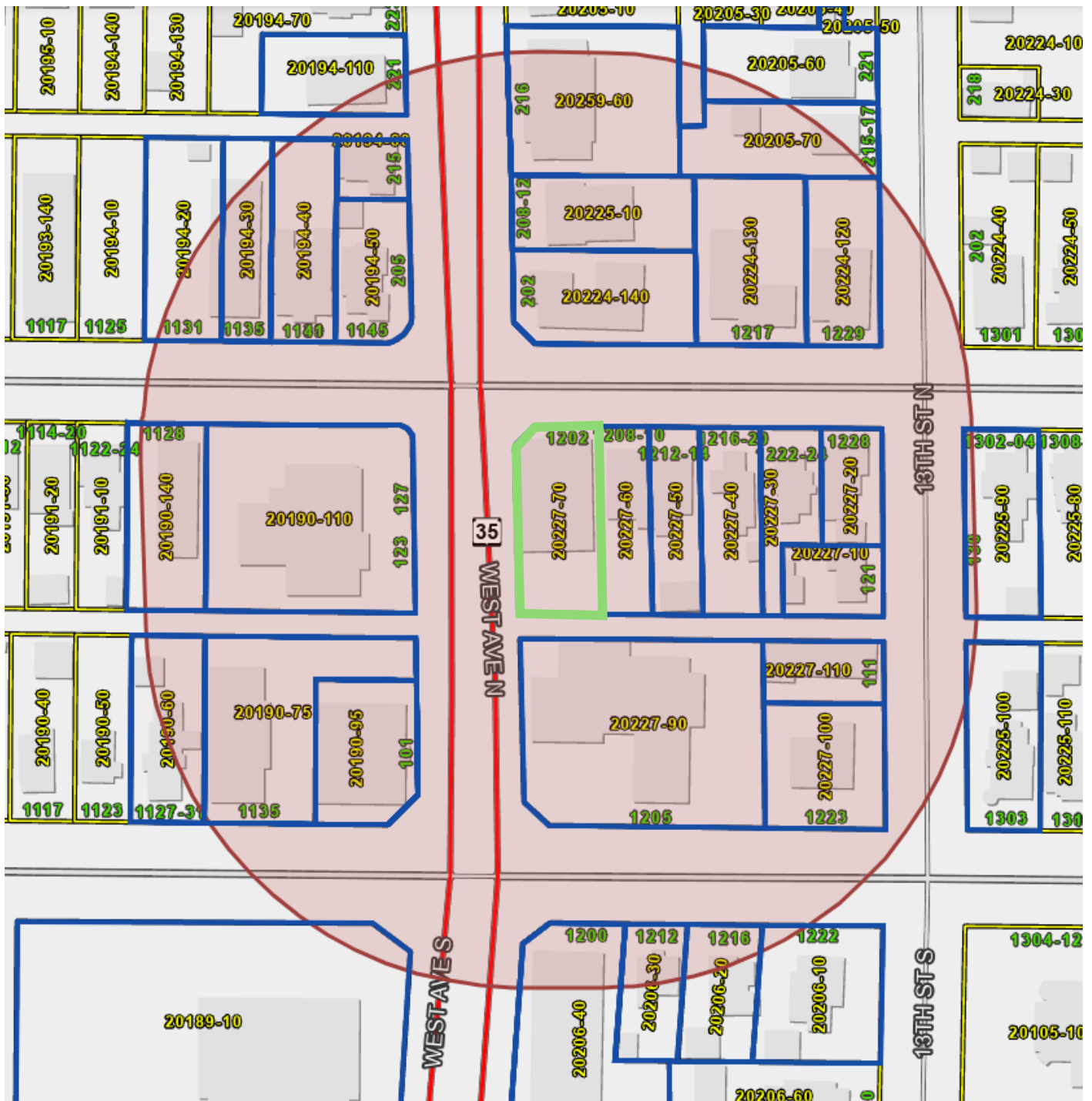
I respectfully request your consideration and approval of this zoning amendment.

Tax Parcel	OwnerName	PROPADDCOMP	Mailing Address	MailCityStateZip
17-20224-120	BRETT SAWYER PROPERTIES LLC	1229 STATE ST	1020 GROVE ST UNIT 19	LA CROSSE WI 54601-3415
17-20190-75	BULEY PROPERTIES I LLC	1135 MAIN ST	4510 WOODLAND GRN	LA CROSSE WI 54601
17-20224-140	CARDINAL POINT PROPERTIES LLC	202 WEST AVE N	310 23RD ST N	LA CROSSE WI 54601
17-20206-30	DENTAL CENTER LLP	1212 MAIN ST	1200 MAIN ST	LA CROSSE WI 54601-4102
17-20206-40	DENTAL CENTER, DENTAL CENTER LLP	1200 MAIN ST	1200 MAIN ST	LA CROSSE WI 54601-4102
17-20224-130	DONOVAN B BORSHEIM TRUST	1217 STATE ST	1909 SHARON ST	LA CROSSE WI 54603
17-20227-30	FACT ENT LLC	1222 & 1224 STATE ST	109 14TH ST S	LA CROSSE WI 54601
17-20227-90	FIRST BAPTIST CHURCH OF LACROSSE	1205 MAIN ST	1205 MAIN ST	LA CROSSE WI 54601-4130
17-20194-20	GH-I LACROSSE LLC	1131 STATE ST	100 6TH ST N STE A	LA CROSSE WI 54601
17-20194-30	GH-I LACROSSE LLC	1135 STATE ST	100 6TH ST N STE A	LA CROSSE WI 54601
17-20225-10	JAMAR OF LACROSSE LLC	208, 210, 212 WEST AVE N	3549 LAKESHORE DR	LA CROSSE WI 54603-1076
17-20259-60	JAMAR OF LACROSSE LLC	216 WEST AVE N	3549 LAKESHORE DR	LA CROSSE WI 54603-1076
17-20206-20	JOHN M RICHARDSON, KALISTA R RICHARDSON	1216 MAIN ST	1216 MAIN ST	LA CROSSE WI 54601-4102
17-20227-40	K&J APARTMENT RENTALS LLC	1216, 1218, 1220 STATE ST	PO BOX 004	LA CROSSE WI 54602-0004
17-20227-50	K&J APARTMENT RENTALS LLC	1212 & 1214 STATE ST	PO BOX 004	LA CROSSE WI 54602-0004
17-20227-60	K&J APARTMENT RENTALS LLC	1208 & 1210 STATE ST	PO BOX 004	LA CROSSE WI 54602-0004
17-20227-110	KATHERINE F SCHNELL	111 13TH ST N	6426 CHURCH HILLS RD	QUINCY IL 62305-0450
17-20227-10	KEVIN BROWN	121 13TH ST N	2835 31ST ST S	LA CROSSE WI 54601-7732
17-20189-10	LACROSSE AREA FAMILY YMCA BD OF TRUSTEES INC	148 WEST AVE S	1140 MAIN ST	LA CROSSE WI 54601-4124
17-20225-90	LITTLEMUNZIES LLC	130 13TH ST N	1400 PINE ST	LA CROSSE WI 54601
17-20190-110	MARINE CREDIT UNION	1302 & 1304 STATE ST	PO BOX 309	ONALASKA WI 54650-0309
17-20206-10	MORRELL E COLBURN	123 & 127 WEST AVE N	PO BOX 309	ONALASKA WI 54650-0309
17-20206-10	MORRELL E COLBURN	1222 MAIN ST	1222 MAIN ST	LA CROSSE WI 54601-4102
17-20190-140	MVC TRUST	1128 STATE ST	PO BOX 88	EAGLEVILLE TN 37060
17-20227-100	NEW HORIZONS SHELTER AND WOMENS CENTER INC	1223 MAIN ST	PO BOX 2031	LA CROSSE WI 54602-2031
17-20194-110	PINETREE PROPERTIES II LLC	221 WEST AVE N	3484 ISAIAH AVE E	GILBERT AZ 85298
17-20205-60	RESURRECTION RENTALS LLC	221 13TH ST N	S8086 HOLD RD	DE SOTO WI 54624
17-20190-95	RRJ HOLDINGS LLC	101 WEST AVE N	307 MAIN ST STE 301	LA CROSSE WI 54601
17-20205-70	SAM CHEN	215 & 217 13TH ST N	1430 CLIFFVIEW AVE	ONALASKA WI 54650
17-20190-60	SOARING EAGLE REI LLC	1127, 1129, 1131 MAIN ST	PO BOX 583	HOLMEN WI 54636-0583
17-20194-40	SOUTH PROPERTIES LLC	1139 & 1141 STATE ST	3215 GEORGE ST #3	LA CROSSE WI 54603
17-20194-50	SOUTH PROPERTIES LLC	1145 STATE ST	3215 GEORGE ST #3	LA CROSSE WI 54603
17-20194-60	SOUTH PROPERTIES LLC	205 WEST AVE N	3215 GEORGE ST #3	LA CROSSE WI 54603
17-20227-20	SOUTH PROPERTIES LLC	215 WEST AVE N	3215 GEORGE ST #3	LA CROSSE WI 54603
17-20227-20	SOUTH PROPERTIES LLC	1228 STATE ST	3215 GEORGE ST #3	LA CROSSE WI 54603
17-20225-100	TYLOR J FISCHER, TIFFANY R FISCHER	1303 MAIN ST	1303 MAIN ST	LA CROSSE WI 54601-4263

Properties within 300 feet of 1202 State Street.

Applicant:
17-20227-70 GEORGE KEITH BROWN 1202 STATE ST 2945 BAIER LN LA CROSSE WI 54602-0004

1202 State St



**NOTICE OF HEARING ON
AMENDMENT TO ZONING RESTRICTION**

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the to the Traditional Neighborhood District - Specific, allowing for mixed use of the building as an office space and a residential rental unit at 1202 State St.

Property is presently: commercial building – office space

Property is proposed to be: mixed use of office space and a residential rental unit

Rezoning is necessary: to allow for the mix of uses on one property

Tax Parcel 17-30182-30; 1513 Market St.

The City Plan Commission will meet to consider such application on **Tuesday, September 2, 2025, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, September 2, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, September 11, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may appear at public hearings either in person, by agent, or by attorney, and may express their approval or objection, or file a letter in the office of the City Clerk.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 25-0938).

Dated this 6th day of August, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse

Published: August 19 and 26, 2025
One (1) Affidavit

CITY CLERK

400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED



PINETREE PROPERTIES II LLC
3484 ISAIAH AVE E
GILBERT AZ 85298

Presort
First Class Mail
ComBasPrice



US POSTAGE PAID PITNEY BOWES

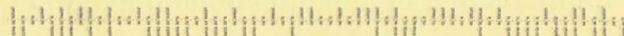


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54601-5574

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RETURN TO SENDER
PINETREE PROPERTIES
2938 WILD ROSE LN
ONALASKA WI 54650-8323

RETURN TO SENDER



CITY CLERK

400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED



K&J APARTMENT RENTALS LLC
PO BOX 004
LA CROSSE WI 54602

Presort
First Class Mail
ComBasPrice



US POSTAGE PAID PITNEY BOWES



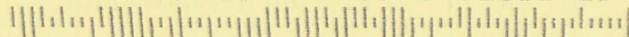
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Agenda Item 25-0938 (Jenna Dinkel)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Traditional Neighborhood District - Specific, allowing for mixed use of the building as an office space and a residential rental unit at 1202 State St.

General Location

Council District 4, Grandview-Emerson Neighborhood Association. Located on State Street on the corner of West Ave as depicted on attached Map PC25-0938. The property is surrounded by R5 – Multiple Dwelling, R2 – Residence, and TND – Traditional Neighborhood Development.

Background Information

The applicant is requesting a rezoning from C1 – Local Business to Traditional Neighborhood Development – Specific. The property is currently a commercial building with office space. With the rezoning to Traditional Neighborhood Development – Specific the proposed use would include commercial space and a residential apartment.

There are no changes to the existing building on the exterior and one new wall on the interior. The applicant is requesting a rezoning to Traditional Neighborhood Development because no other zoning districts allow for commercial and residential use on the first floor together.

The commercial space will be used for Prestige Rentals Office space. The residential apartment will be a five-bedroom apartment.

Principles of Traditional Neighborhood 115-403 (a)(1)

- A. The proposed rezoning is in a compact area near the urban core of the city. It falls between the University of Wisconsin – La Crosse and Downtown, about half a mile from both.
- B. The existing building is developed for human scale. The building front faces State Street.
- C. This rezoning will provide a mix of uses including residential and commercial. The building is in a neighborhood with existing proximity to other uses such as other residential, commercial, civic and open space uses.
- D. This rezoning will provide an additional housing type in the community.
- E. The location is accessible via many forms of transportation. King Street greenway is two blocks away. Additionally, this location is one block away from the Circulator 1 and Circulator 2 bus routes and on Route 5 of the local bus routes.
- F. The existing building is being utilized.
- G. Environmental features not incorporated further than what is existent.
- H. This proposed rezoning falls within the Grandview Emerson Neighborhood. Due to the unique nature of this rezoning, this use could be considered low-intensity mixed-use or neighborhood retail/commercial. In the Comprehensive Plan, low-intensity mixed-use is allowable and neighborhood retail/commercial is desirable in the Grandview Emerson neighborhood. This rezoning is consistent with the Comprehensive Plan.

Applicable Design Standards 115-403(d)

1. The proposed rezoning does have two uses and is in an area with multiple surrounding uses including commercial, a mix of residential, civic, and open space.
2. The proposed development does not meet the required development density. With the 1 unit provided, this proposal has approximately 4.5 dwelling units per net acre. The Traditional Neighborhood Development states multi-family units shall be 15-40 dwelling units per net acre.
3. There are no additional proposals for stormwater management as part of the rezoning application and no exterior changes to the current footprint.
4. This parcel will maintain the traditional grid system.
5. Parking lot design will remain the same, so the standards are not applicable.
6. No exterior alterations are proposed, so design standards are not applicable.
7. Landscaping will remain the same, so the standards are not applicable.

Recommendation of Other Boards and Commissions

N/A

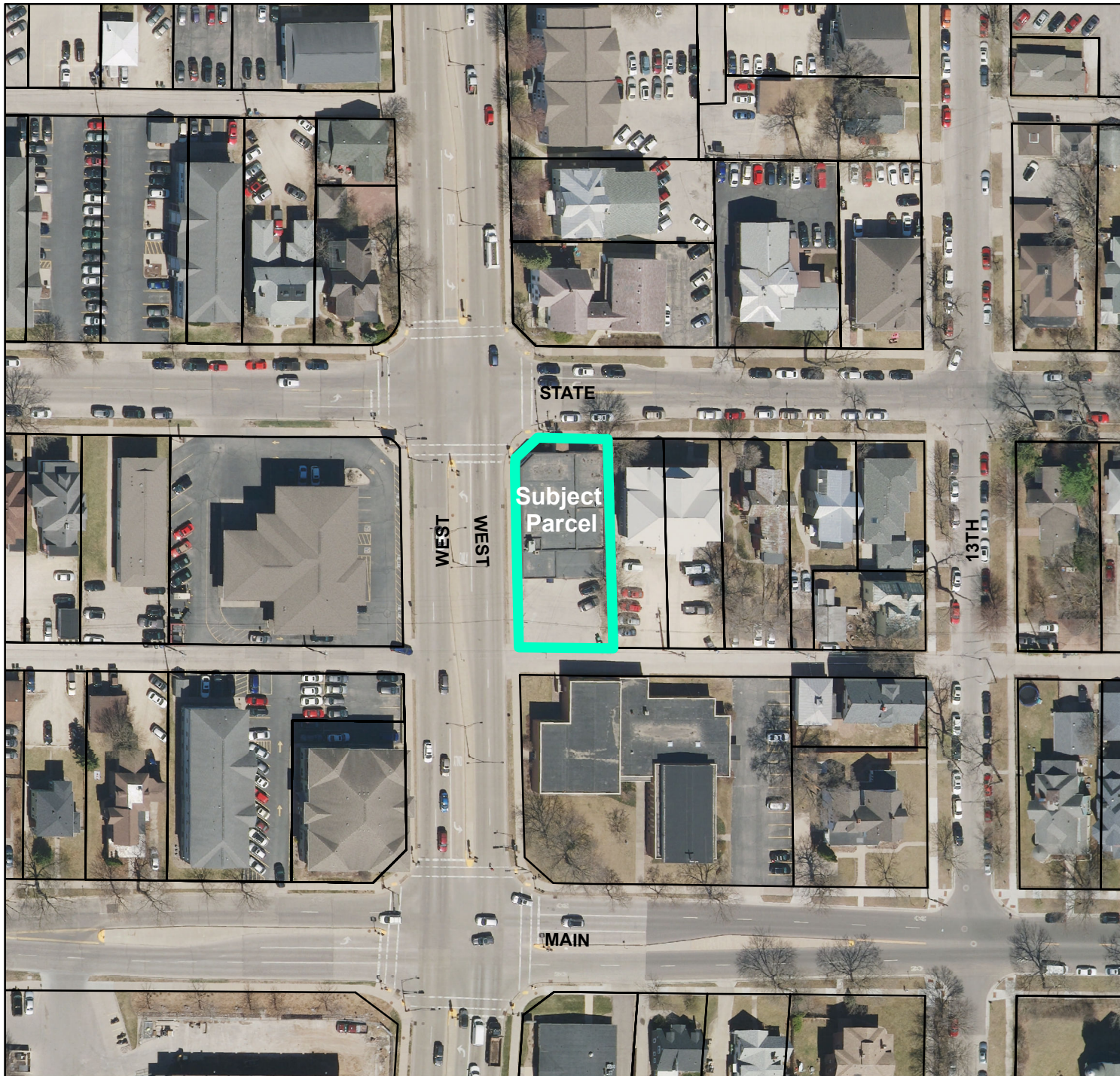
Consistency with Adopted Comprehensive Plan

This proposed rezoning falls within the Grandview Emerson Neighborhood. Due to the unique nature of this rezoning, this use could be considered low-intensity mixed-use or neighborhood retail/commercial. In the Comprehensive Plan, low-intensity mixed-use is allowable and neighborhood retail/commercial is desirable in the Grandview Emerson neighborhood. This rezoning is consistent with the Comprehensive Plan.

Staff Recommendation

Staff is supportive of this rezoning which will create an additional housing unit in our community. However, in an effort to be consistent with our new Traditional Neighborhood Development ordinance **staff is recommending denial of this item** as it does not meet the development density standard.

Routing J&A 9.2.25

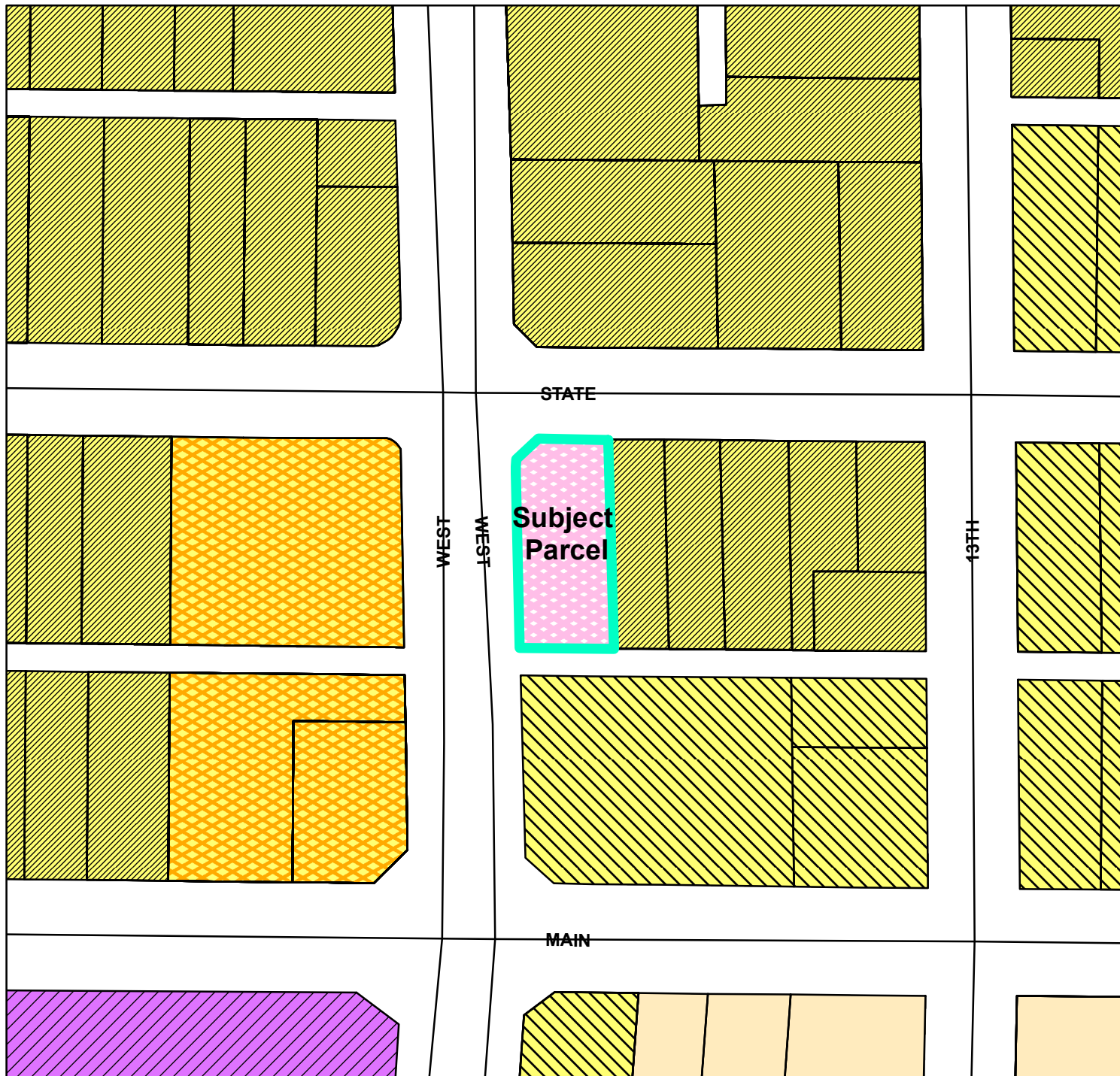


BASIC ZONING DISTRICTS

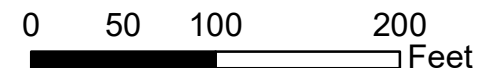
	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
	C3 - COMMUNITY BUSINESS
	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL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



0 50 100 200 Feet



BASIC ZONING DISTRICTS





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0972

Agenda Date: 9/4/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a twenty-year lease extension with the J. F. Brennan Company, Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it here approves a twenty-year lease extension with the J. F. Brennan Company, Inc., for the use of the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr. for the term of ten years with the possibility of two five-year extensions.

BE IT FUTHER RESOLVED that the lease will be managed by the Parks, Recreation, and Forestry Department.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED that the Director of Parks, Recreation, and Forestry is hereby authorized to take any and all steps necessary to effectuate this extension.



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

**J.F. BRENNAN COMPANY, INC.
300 SAINT CLOUD STREET MUNICIPAL LAND
PROPERTY LEASE**

THIS LEASE made and entered into this February 1, 2025, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation herein after referred to as "City," and J.F. Brennan Company, Inc., Company a Wisconsin Corporation, hereinafter referred to as "Lessee. "

WHEREAS, the Board of Park Commissioners hereinafter referred to as "Board" is a duly created board by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statutes; and

WHEREAS, it is the policy of the Board of Park Commissioners to maintain the property at 300 Saint Cloud Street in a continuous, peaceful and efficient manner, and

WHEREAS, it is the desire of Lessee to lease such property, and

WHEREAS, City desires to lease the property at 300 Saint Cloud Street.

NOW, THEREFORE, FOR AND CONSIDERATION of the lease terms and conditions by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

1. PREMISES.

City leases to Lessee the following area known as 300 Saint Cloud Street, La Crosse, Wisconsin, Tax Parcel 17-10016-70, Zoned M2-Heavy Industrial, outlined in Attachment #1 made part of this lease.

(a). Lessee may use City of La Crosse Right-Of-Way west of the intersection of St Cloud Street and Copeland Park Drive, outlined in Attachment #7 made part of this lease. Lessee understands and agrees this right-of-way shall remain clear at all times and be accessible by City staff at any time for any reason, may not be built upon, and shall be provided a method to unlock and/or open any type of fence or security method.

2. PURPOSE.

The purpose of this agreement is to lease to Lessee the publicly-owned property at 300 Saint Cloud Street, La Crosse, Wisconsin for intended use to maximize the utilization of harbor services currently being provided by Brennan's shipyard.

3. TERM.

The term of this Lease shall be for 10 years beginning on the February 1, 2025, and terminating on February 1, 2035. Upon mutual agreement of City and Lessee, the Lease may be renewed for two (2) five-year periods for a total of ten additional years, provided, however,

this Lease may be cancelled by one hundred eighty (180) days' notice by the City for public necessity.

4. **RENTAL.**

- (a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum as listed on Attachment #5, J.F. Brennan Company, Inc. 300 St Cloud Street Lease Payment Schedule for the lease of premise as listed above in 1. **PREMISIS.** Such annual sum shall be payable to the City Treasurer for the City beginning February 1, 2025, and on January 2nd of each year during the term of this lease.
- (b) In addition to the rental set forth herein above, Lessee shall pay to the City for the use and occupancy of the premises:
 - (1) A dockage fee of 35¢ per gross ton (2,000 pounds) for each ton loaded or unloaded of dry bulk material across the leased property, and a dockage fee of 15% for all 3rd party vessel usage of the leased premises during any calendar year of this Lease.
 - (2) Lessee shall furnish to the City's Finance Director by December 31st of each year, a statement, certified by a corporate officer of Lessee, itemizing the aforesaid dockage charges occurring in any calendar year, and shall make payment of such additional charges at the same time, payable to the City of La Crosse.
 - (3) Any rental, dockage or wharfing charges payable by Lessee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

5. **INSPECTION BY CITY.**

In order that the City may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants and maintenance and upgrade commitments herein are being observed.

6. **TAXES.**

Lessee shall pay when due all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

7. **LAWS. RULES AND REGULATIONS.**

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily navigation in the Black River and likewise agrees to comply with all existing applicable lawful rules and regulations or lawful authority affecting navigation in said waterway.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, etc., to be disposed of in connection with Lessee's operations shall not be discharged into the Black River. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

City shall always be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons the premises who derive their right to be thereon from Lessee.

8. INSURANCE.

Should Lessee use the dock for loading and unloading, Lessee shall procure and maintain at Lessee's sole cost and expense stevedore's legal liability insurance with limit of liability of not less than \$5,000,000 for property damage from any one occurrence.

Should Lessee use the dock or store materials or products, Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of others. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, wharfinger's liability insurance as will cover the legal liability for loss or damage to vessels, equipment, cargo, freight and other interests on board such vessels or barges which are in Lessee's care, custody or control, including the safe mooring, and as will cover Lessee's legal liability for damage to property of others caused by said barges or vessels, equipment, cargo or freight which are in Lessee's care, custody or control. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed \$10,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of \$2,000,000 plus excess coverage

for a total of not less than \$5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of \$2,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be not less than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to City at 400 La Crosse Street. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated 'B' or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as maybe desired.

9. **IMPROVEMENTS. MAINTENANCE AND REPAIR.**

It is hereby understood that the premises and dock wall facility leased by City to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by the City for occupancy and use by Lessee without any obligation on the City to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement. Lessee shall furnish all necessary improvements and equipment for the usual and routine operation of the dock wall and mooring facility on a safe basis. Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense, including the wharfing or mooring structure, pilings and any necessary dredging of the Black River in order to maintain proper water depth for the safe and convenient use of dock wall and shall maintain the integrity of the riverbank and shoreline. Lessee shall provide and maintain suitable dock wall and property identification signs.

Lessee shall be responsible for all the provisions of all additional site improvements as listed on the City received Request for Proposal from J.F. Brennan Company, Inc dated April 15, 2024 signed by Mike Binsfeld, Chief Operating Officer, J.F. Brennan Company, Inc. Attachment #6.

Prior approval from the City, with proper approved permits, shall be obtained before any enclosed permanent structure is placed on the leased premises.

10. **LIENS.**

Lessee shall not allow any laborer's, mechanic's or material man's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to therein for thirty (30) days after written notice thereof from the City, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require the City to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

11. **ASSIGNMENT AND SUBLETNNG.**

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of the City, and shall not permit any transfer by operation of law of all or any of lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of the City, shall remain for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless the City shall specifically agree, in writing, to relieve and discharge Lessee from such liability.

12. **DEFAULT.**

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

- a. If Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to the City, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by the City or its designee.
- b. if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed.
- (c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the consent of Board, except to a subsidiary or successor company.

- (d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative.
- (e) it by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee.
- (f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises.
- (g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and eligible, without putting Lessee in default, the City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, the City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of default, the City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the facilities, either directly with City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by the City from such operation shall be applied against Lessee's rent obligation. (The term "net proceeds" as used in the preceding sentence shall mean the sum realized by the City from the operation of the facilities, less all direct and indirect expenses of the City than the expense of the City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by the City as a consequence of Lessee's breach in the performance obligations hereunder. Failure strictly and promptly to these conditions shall not as a waiver of the City's rights.

13. **TERMINATION OF LEASE.**

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to the City in good condition; provided, that the Lease shall nevertheless continue in effect until ships and barges in berth at the facility have completed loading or unloading, The City reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between the City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by the City of any remedies now or hereafter given to the City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have a reasonable time after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by the City to remove all facilities, building and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by the City, at the City's option, and if so, retained shall automatically become the property of the City. The City agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by the City to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with the City either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, and trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between the City and Lessee with regard to the removal thereof.

14. **INDEMNITY.**

Lessee shall protect, defend, Indemnify and keep and save forever harmless the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of the City, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term off is Lease or arising in Lessees performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of the City, its employees or agents.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and the City shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that the City knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter; provided that, under the terms of this agreement, the City would have been under the duty of remedying such vice or defect.

15. **NOTICE.**

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for City: Nikki Elsen

City Clerk, City Hall
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: Mr. Mike Binsfeld

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54601

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

16. **SUCCESSORS AND ASSIGNS.**

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of the City, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

17. **CHOICE OF LAW.**

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin. If applicable, Lessee shall comply with Wisconsin Statutes Section 30.38(8).

18. **DISCRIMINATION.**

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter II of Chapter I I I, Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

(a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.

(b) Subchapter II of Chapter 111, Wisconsin Statutes.

19. **SEVERABILITY.**

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to my extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

20. **AMENDMENT.**

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an in writing by both parties to this agreement.

21. **CONFLICT OF INTEREST.**

No director, officer employee of the City of La Crosse during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13 (2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

22. **ATTACHMENTS.**

Attachments to this agreement are incorporated into this agreement by reference.

23. **ENTIRE AGREEMENT AND PREVIOUS LEASES.**

This agreement and the attachments hereto contain the entire agreement of the parties and supersede all prior agreements or oral understandings between the parties.

BRENNAN MARINE, INC.,
300 SAINT CLOUD MUNICIPAL LAND PROPERTY LEASE

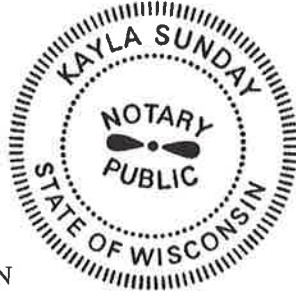
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their duly authorized officers.

J.F. Brennan Company, Inc.

Mike Binsfeld
Mike Binsfeld, President

Daniel Gentges
Daniel Gentges, Secretary

Personally came before me this May 23 day of ~~February 1~~, 2025, the above-named J.F. Brennan Company, Inc., by its President, Matthew Binsfeld, and its Secretary, Daniel Gentges, known to me to be the persons who executed the foregoing instrument and acknowledged the same.



Sign: Kayla Sunday
Print: Kayla Sunday

Notary Public, State of Wisconsin
My Commission Expires 3/13/2028

CITY OF LA CROSSE, WISCONSIN

Mitch Reynolds
Mitch Reynolds, Mayor

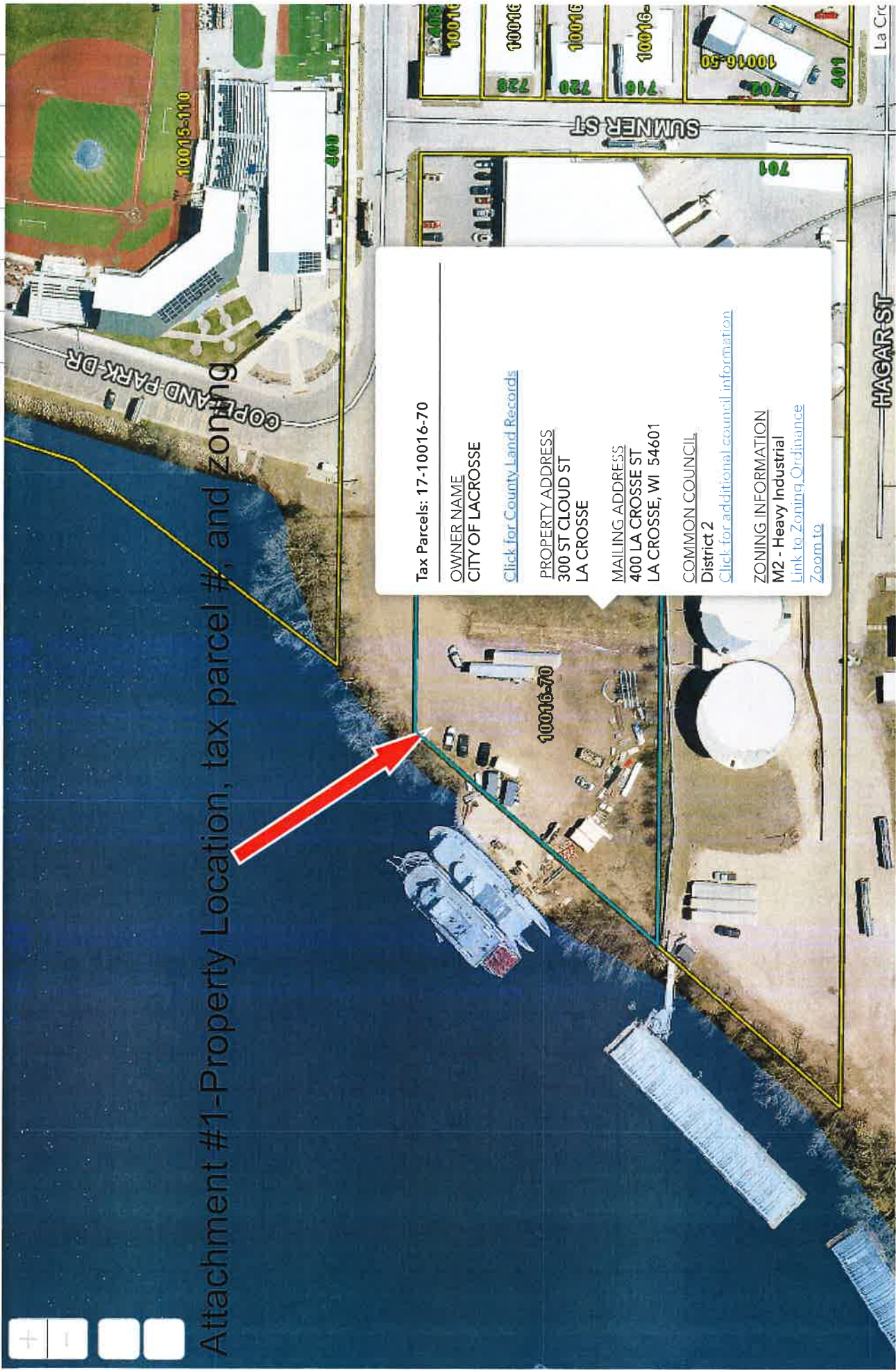
Nikki Elsen
Nikki Elsen, City Clerk

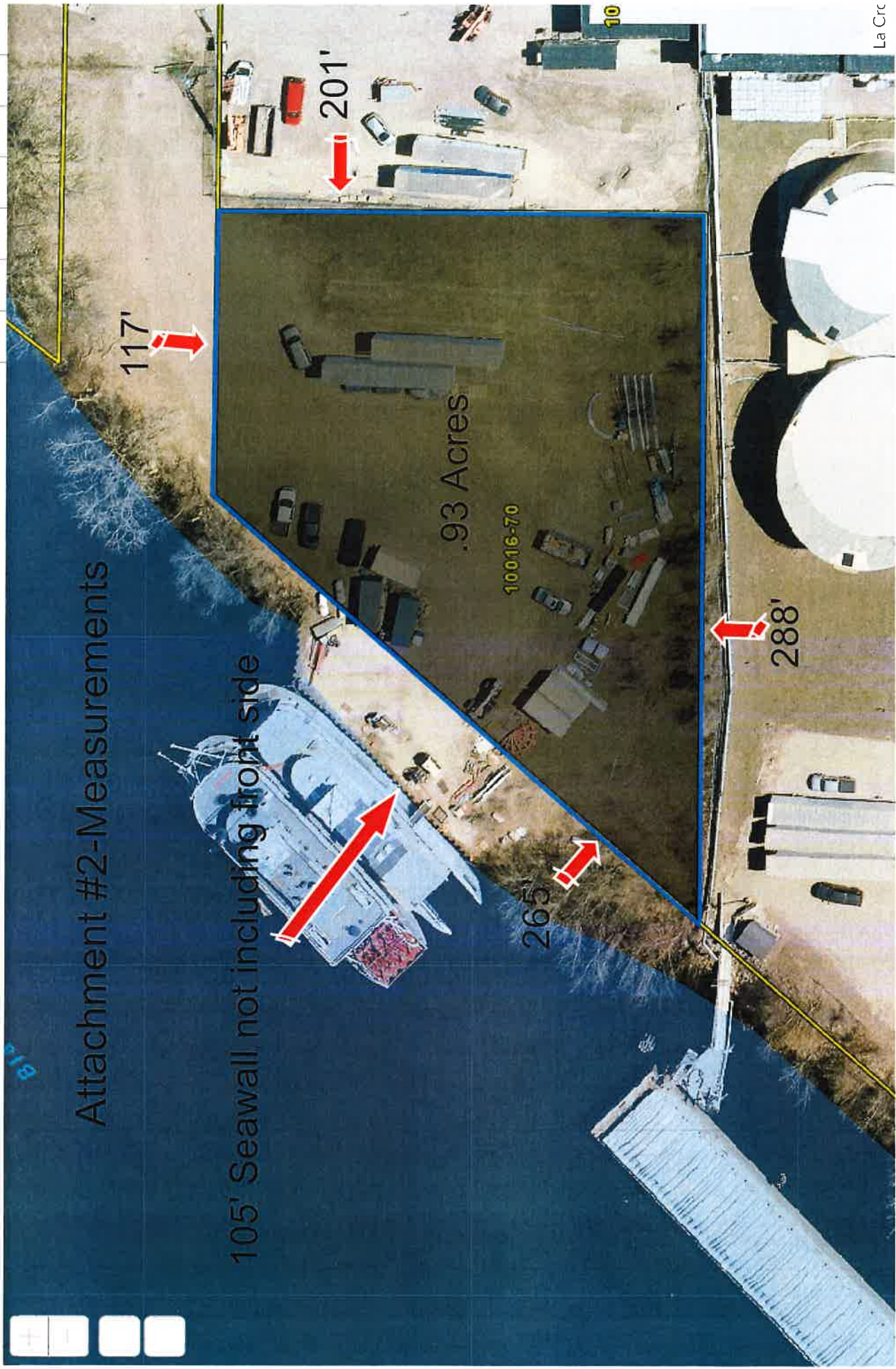
Personally came before me this ____ day of February 1, 2025, the above-named City of La Crosse, Wisconsin, by its Mayor, Mitch Reynolds, and its City Clerk, Nikki Elsen, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Sign: _____

Print: _____

Notary Public, State of Wisconsin
My commission Expires: _____





Sec. 115-153. - Heavy Industrial District.

Attachment # 3

(a) *Scope and use regulations.* This section applies to the Heavy Industrial District. In the Heavy Industrial District, buildings and land may be used for any purpose whatsoever not in conflict with any ordinance of the City, provided, however, no dwelling shall be constructed in such district except a dwelling for one owner, a watchperson or a caretaker employed on the premises and for members of such person's family; provided, further, however, that no building or occupancy permit shall be issued for any of the following or other extremely nauseous, obnoxious, offensive, dangerous or unwholesome uses until and unless the location of such use shall have been approved as a conditional use by the Common Council as provided in subsections (a)(15), and (16) and (17) of this section, or by the Board of Zoning Appeals after a public hearing shall have been held thereon, and any such decision by the Board of Zoning Appeals shall be consistent with the purpose, spirit and intent of this chapter, and provided further, however, that any dwelling in existence situated on any premises zoned heavy industrial on November 26, 1957, shall be exempt from the ordinary restrictions applying to nonconforming uses.

- (1) Acid manufacture.
- (2) Automobile or machinery wrecking, salvaging or rebuilding.
- (3) Cement, lime, gypsum or plaster of Paris manufacture.
- (4) Distillation of bones.
- (5) Explosives, manufacture or storage.
- (6) Fat rendering or rendering works.
- (7) Fertilizer manufacture.
- (8) Forge plant.
- (9) Garbage, offal or dead animal reduction or dumping.
- (10) Glue manufacture.
- (11) Junkyard.
- (12) Petroleum refining.
- (13) Smelting of tin, copper, zinc, or iron ores.
- (14) Stockyards, abattoir, or slaughtering of animals.
- (15) Garbage, trash or recycling transfer facilities only when approved as a Conditional Use by the Common Council, as provided in article VI of this chapter.
- (16) Biodiesel production made from waste fats and oils when such facility is approved as a conditional use by the Common Council as provided in article VI of this chapter.
- (17)

Metallic or nonmetallic (sand and gravel) loading and unloading facilities including facilities located along rail yards or sidings, port or waterfront areas or trucking terminals and sites and only when such facility is approved as a conditional use by the Common Council as provide in article VI of this chapter. The notification for this use shall include notification within 1,000 feet and the conditional use permit fee shall be as established by resolution.

(b) *Height regulations.* No building hereafter erected or structurally altered shall exceed 100 feet in height, and no building used in any part for dwelling purposes shall hereafter be erected or structurally altered to exceed 35 feet or 2½ stories in height.

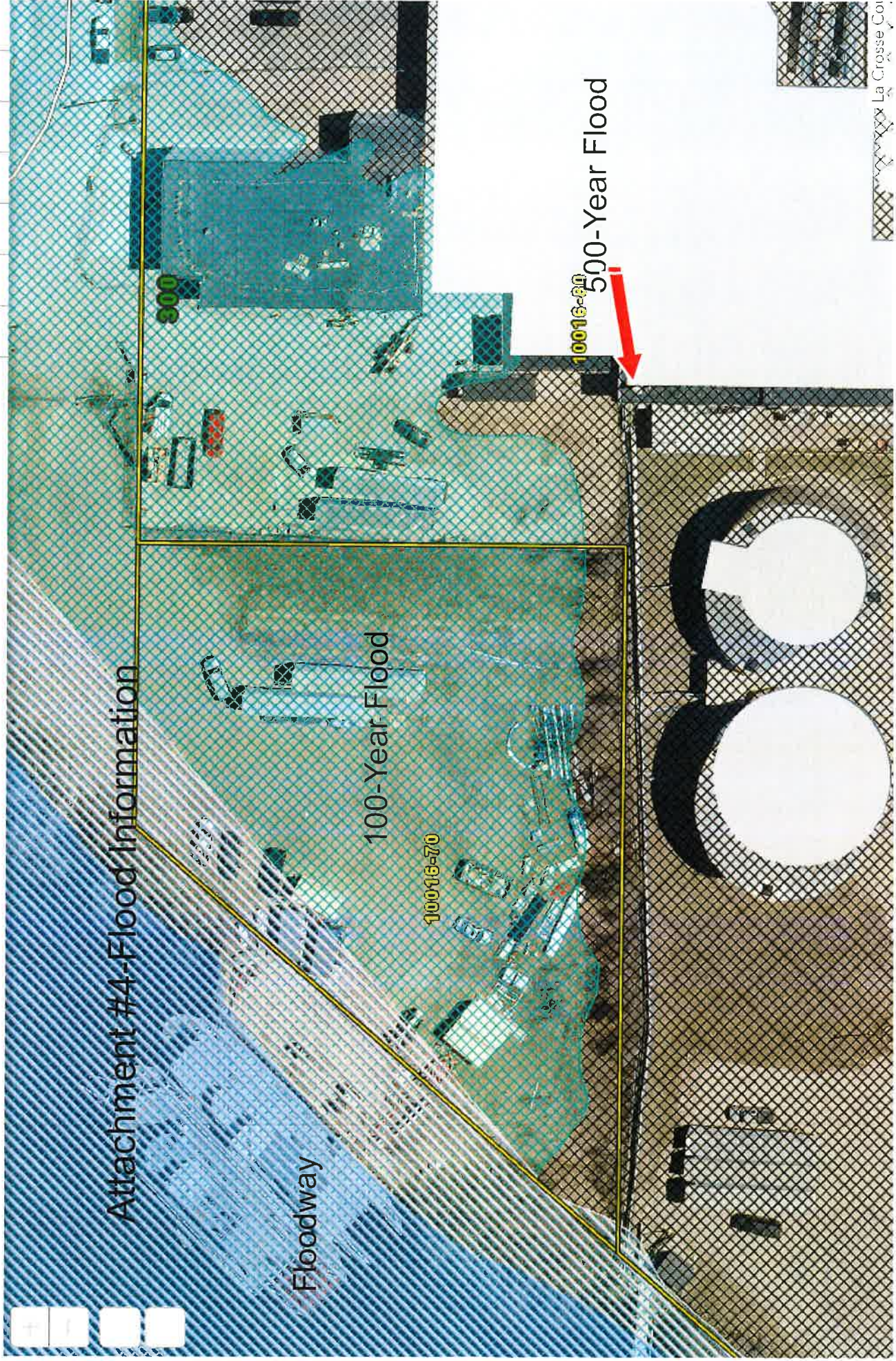
(c) *Area regulations.*

(1) *Yards and courts.* The side yard, rear yard, outer court and inner court regulations applicable in the Commercial District shall also apply in the Heavy Industrial District.

(2) *Lot area per family.* Every building hereafter erected or structurally altered in the industrial district shall be provided with a lot area of not less than 2,500 square feet per family.

(d) *Vision clearance.* The vision clearance requirements for this district shall be the same as for the Local Business District.

(Code 1980, § 15.12)



Attachment #5 Lease Payment Schedule

Brennan Marine, Inc 300 St Cloud Street Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	\$ 5,000.00	
2026	\$ 5,175.00	\$ 175.00
2027	\$ 5,356.13	\$ 181.13
2028	\$ 5,543.59	\$ 187.46
2029	\$ 5,737.62	\$ 194.03
2030	\$ 5,938.43	\$ 200.82
2031	\$ 6,146.28	\$ 207.85
2032	\$ 6,361.40	\$ 215.12
2033	\$ 6,584.05	\$ 222.65
2034	\$ 6,814.49	\$ 230.44

Income \$ 58,656.97

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	\$ 7,500.00	
2036	\$ 7,762.50	\$ 262.50
2037	\$ 8,034.19	\$ 271.69
2038	\$ 8,315.38	\$ 281.20
2039	\$ 8,606.42	\$ 291.04

Income \$ 40,218.49

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	\$ 10,000.00	
2041	\$ 10,350.00	\$ 350.00
2042	\$ 10,712.25	\$ 362.25
2043	\$ 11,087.18	\$ 374.93
2044	\$ 11,475.23	\$ 388.05

Income \$53,624.66

Total Lease Payments

Initial 10-year	\$ 58,656.97
1st 5-year	\$ 40,218.49
2nd 5-year	\$ 53,624.66
20-yr est tonnage/dockage	\$ 70,000.00
	<u>\$222,500.12</u>

Lessee Estimated Capital Improvements

\$ 240,000.00

April 15, 2024

Jim Flottmeyer
Parks, Forestry, Building and Grounds
Project Specialist
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

and;

Jason Odegard
Director of Parks, Recreation, and Forestry
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601
608-789-7593

Mr. Odegard, Mr. Flottmeyer:

Pursuant to the recently received Request for Proposal (RFI) regarding the potential availability of the City of La Crosse (City) owned property at 300 St. Cloud Street (at the intersection of Copeland Park Dr. and St. Cloud St.), J.F. Brennan Company, Inc. (Brennan) hereby submits this proposal for lease. The Tax ID for the parcel in question is 17-10016-70 with a leasable acreage of .93. The property is currently zoned for heavy industrial use and is adjacent to heavily utilized recreational areas. This proposal contemplates a lease in the form of one ten (10) year lease and two (2) each five (5) year options for a total of twenty (20) years and considers riparian rights along the property boundaries during the term of the lease. Brennan's intended use for the property will include maximizing the utilization of harbor services currently being provided by Brennan's shipyard, in addition to working with other interested 3rd parties of the property to facilitate their needs as allowed in the lease agreement.

The proposed terms of the 20-year lease would consist of Brennan paying an annual lump sum to the City of \$5,000, a dockage fee of 15% for all 3rd party vessel usage, a tonnage fee of 35¢ per gross ton for each ton loaded or unloaded of dry bulk material, and further investing an estimated amount of \$240,000 into the property in the form of capital improvements. The capital improvements are described in detail below as recommendations from our engineering staff and consistent with similar agreements Brennan maintains with other government entities. All improvements to the parcel would remain as an asset to the City after the term of the lease. Several areas have been identified as needing immediate improvement. Throughout the following paragraphs, we've attempted to demonstrate the improvements we believe can enhance the property's safety, utilization, and appearance.

We believe an agreement that finds mutual benefit for all interested parties, including the City, local stakeholders, the taxpayer base, and Brennan, can be reached. Brennan has experience leasing land with similarly situated or zoned land owned by municipalities along riverine environments that serve heavy industrial use but also experience a high volume of pedestrian foot traffic. These properties create unique opportunities for those government entities. Recognizing this, Brennan proposes that in addition to an annual lease payment and dockage fees to the City, capital improvements to the property will be made over the course of the lease. In our experience, these improvements not only enhanced the property's visual appearance but also increased the facility's safety as those who recreate nearby were not subject to unsafe vestiges typically associated with aging, industrial use property. In many cases, those facilities became liabilities for the government agency with responsibility over the property. Copeland Park is uniquely positioned along the Black River and offers public access for nearly 2,000 lineal feet to the Black River. The park itself has received significant investment through public funds and private businesses, which has increased the foot traffic through the area by tens of thousands every year. The property at 300 St. Cloud Street remains neglected to the point where it has become visually unattractive and potentially unsafe for those who look to try to access from the land nearby or for those who are passing near the dock wall.

The entrance of the property needs to be cleared and made presentable. This is the visual interface for those who attend Logger's game or otherwise enter the park and first view the river. Years of overgrowth have accumulated along the waterfront and along the property. Brennan proposes to clear the weeds, brush, small trees, etc. (in accordance with DNR regulations) from all corners of the property and along the waterfront to open clear lines of site to the river. The value of the site clearing and grubbing per an estimate a local contractor amounted to \$20,000. Additionally, Brennan would maintain the property free of bank shrubs and weeds and tree trimming at an annual cost of \$5,000.



Figure 1: Overgrowth to be Cleared and Maintained Over the Course of the Lease

The current fence is inadequate and allows members of the public to enter a potentially unsafe industrial area. Brennan proposes to repair or replace all fencing and gates in disrepair. The removal of the old fencing system and replacement with a security grade gate and fence system has been quoted at \$15,000.



Figure 2 - Parcel Entrance on 7/19/23. Fencing and Gate would be Removed and Replaced

Brennan believes it would be advantageous for more public space to be created immediately adjacent to the newly established dock walkway on which sitting space can be created. Brennan proposes pushing the entrance to parcel back south onto the property. We believe that during periods of higher vehicular traffic, such as Logger games or other events, this will be an important feature for those using the proposed dockage system which promotes safety by not having to congregate their families or aggregate their belongings in the street. Additionally, this is an area in which additional bike parking can be accommodated. Brennan proposes to fund the landscaping and hardscaping necessary to achieve this goal. Picnic tables and bike racks on concrete pads would be added to this area. The estimated cost to implement is \$15,000.



Figure 3: Expandable Dock Entrance, Picnic Tables, and Bike Parking

The bank adjacent to the river needs to be addressed for the same reasons mentioned earlier. Placing a dock system to the north of the parcel will increase foot traffic on the riverbank. The pile cluster to the north of the dock has reached the end of its serviceable life and should be removed. Older timber clusters have the tendency to tip over and damage property or injury those who may be nearby. Brennan proposes to remove the timber cluster at a cost of \$10,000.



Figure 4: Remove Timber Cluster

The sheet pile wall system needs repairs and cleaning. From the river, the dock is visually unattractive and has many protruding steel and timber components that could potentially injury a boater who passes nearby. Brennan proposes to remove all existing appurtenances and to replace them with more appropriate mooring points at an estimated cost of \$10,000.



Figure 5: Sheet Pile Wall Front

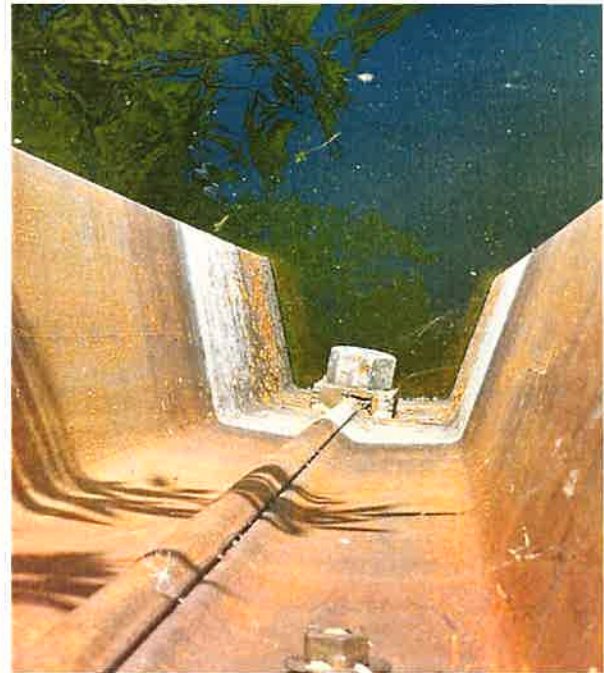


Figure 6: Sheet Pile Wall Tie Back System

Once the current tenants move out, the grounds will need to be cleared of debris, waste, and small metal objects that can puncture tires. Brennan proposes removing all brush, weeds, and shrubs and to level the area with a bulldozer while adding a crushed asphalt layer to the property to improve utility and appearances. Brennan has a quote for this work which is \$55,000.



Figure 7: Ground Conditions

After having visited the site recently with our engineers, we believe we can offer some assistance with the installation of the dock new dock system. As it is currently situated, we believe there will be issues with

the viability of the gangway and foundations. We propose to offer our internal engineer's expertise in constructing access to the dock system. We also can provide a crane on a barge to help set the gangways.



Figure 8: Dock Improvements

In addition to these proposed site improvements, Brennan will install cameras that record activity on our internally housed security system. We maintain a 24hr / 365 day per year staffed dispatch center through which site security can be monitored. Brennan has also spoken with the Kapanke family, who has a need for additional parking during Logger's games or other peak events throughout the summer. Brennan and the Kapankes would work together to continue to allow parking on the parcel of land when necessary.



Figure 9: Additional Parking for Logger Activities

In summary, the following Figure illustrates the estimated total value to the City over the course of the lease:

	Item	Unit	Quantity	Amount
	Annual Lump Sum Payment	\$ 5,000.00	20.00	\$ 100,000.00
	Estimated Tonnage/Dockage	\$ 3,500.00	20.00	\$ 70,000.00
	Clearing	\$20,000.00	1.00	\$ 20,000.00
Property Improvements	Annual Maintenance / Clearing	\$ 5,000.00	20.00	\$ 100,000.00
	Fence	\$15,000.00	1.00	\$ 15,000.00
	Benches, Racks, Concrete Pads	\$15,000.00	1.00	\$ 15,000.00
	Cluster Removal	\$10,000.00	1.00	\$ 10,000.00
	SP Wall Bumper and Mooring	\$10,000.00	1.00	\$ 10,000.00
	Grading and Asphalt	\$55,000.00	1.00	\$ 55,000.00
	Engineering Assistance	\$ 2,500.00	1.00	\$ 2,500.00
	Crane to set Walkways	\$ 4,500.00	1.00	\$ 4,500.00
	Site Security Cameras	\$ 3,000.00	1.00	\$ 3,000.00
Total				\$ 405,000.00

Figure 10: Estimated Total Value of Lease

As a 105-year-old family-owned business that not only have 4th and 5th generation owners but have 4th and 5th generation employees who have deeply rooted ties to the La Crosse community, Brennan is uniquely positioned to suitably use the property for which it was originally intended, while allowing the City and other nearby stakeholders the flexibility to use the land as necessary. We see this as a win/win for the taxpayers and Brennan.

As stewards of our harbor, Brennan has made significant investments in the La Crosse area both commercially and philanthropically. With regards to the commercial front, our recent financial assistance has led to the creation of the **Northern Grain Belt Ports** which is a federal entity centered on the I-90 crossings of the Upper Mississippi River and includes the Port of La Crosse, Prairie du Chien, Red Wing, Wabasha, and Winona. The newly created entity's goal is to advance common regional goals of increasing river born tonnage through our ports. As a result of the team's efforts, the Northern Grain Belt Ports were federally listed and ranked in 2022. This opens many avenues for federal dollars to be spent locally and regionally as we're now recognized as a top 50 Principal U.S. port. This recognition will increase the number of jobs in the La Crosse area and bring more federal dollars to this area of Wisconsin.

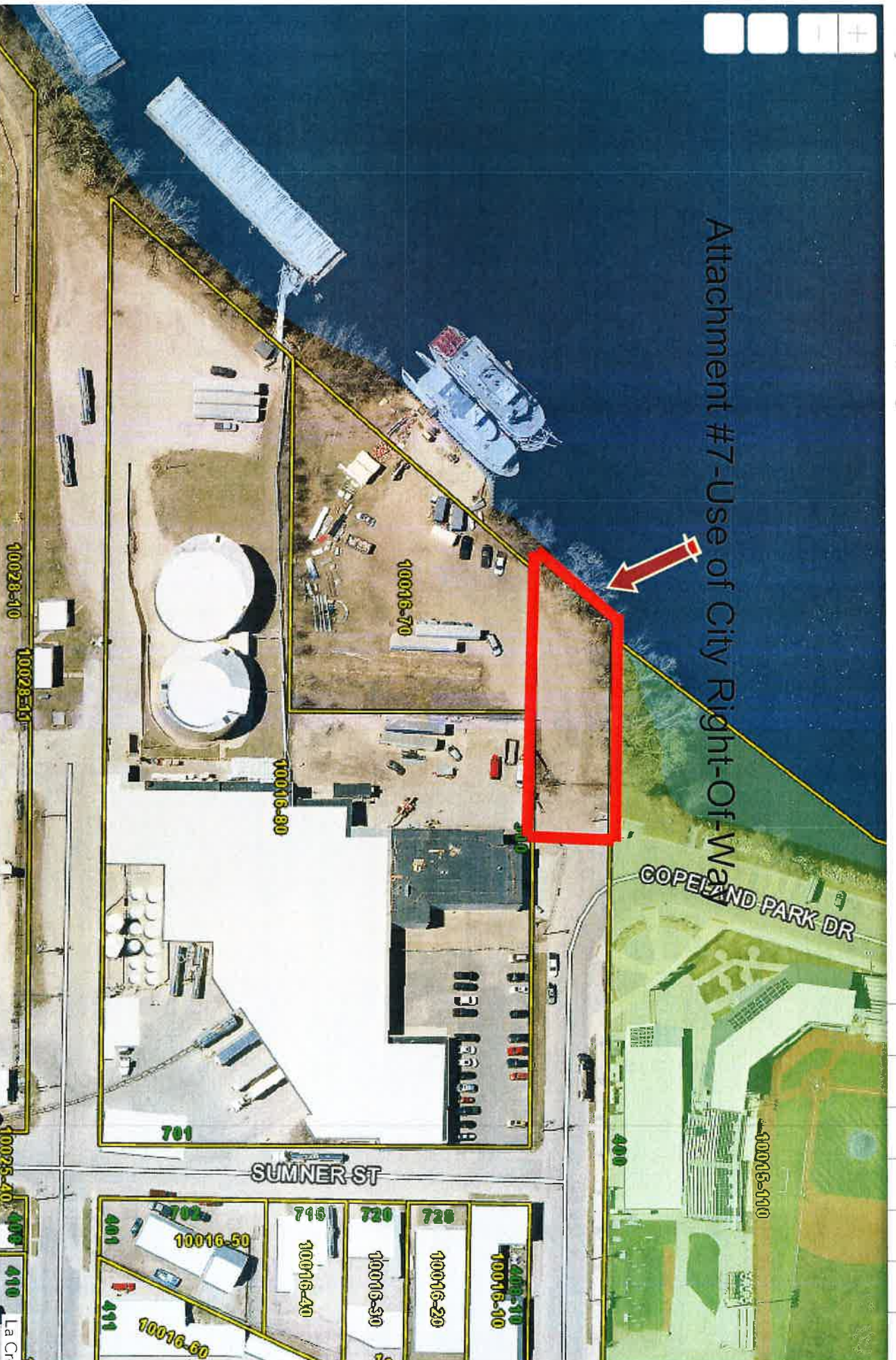
Please let me know if you have any questions. We understand the RFI considers the lease would begin on August 1st, 2024. Our partnership with the City has existed for several decades and as a member of many charitable and community service organizations, we look forward to continuing to build on the strength of our relationship with the City and the community.

Sincerely,



Mike Binsfeld
Chief Operating Officer
J.F. Brennan Company, Inc.

Attachment #7-Use of City Right-Of-Way



**BRENNAN MARINE, INC.
ISLE LA PLUME MUNICIPAL LAND
RIPARIAN RIGHTS AND DOCK LEASE**

THIS LEASE made and entered into this 2nd day of January 2025, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation herein after referred to as "City," and Brennan Marine, Inc., a Wisconsin Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Joint Board of Harbor Commissioners hereinafter referred to as "Board" is a duly created Board of Harbor Commissioners by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statutes; and

WHEREAS, it is the policy of the Board of Harbor Commissioners to maintain the operation of the Isle La Plume harbor facility in a continuous, peaceful and efficient manner, and

WHEREAS, it is the desire of Lessee to lease such facility in accordance with the policy of the Board of Harbor Commissioners and its rules and regulations.

WHEREAS, Lessee further desires to lease certain land and riparian rights from the City.

NOW, THEREFORE, FOR AND CONSIDERATION of the covenants and to be kept and performed by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

I. MUNICIPAL DOCK PROVISIONS

1. PREMISES.

City leases to Lessee the following area of the Isle La Plume Municipal Dock, outlined in green on Exhibit "I-A" consisting of a drawing, more fully described as follows, to-wit:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 7, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin. Said parcel is more particularly described as: commencing at the northeast corner of said Section 7; thence 1655.5 feet West to the centerline of Marco Drive; thence 1739.08 feet South along said centerline; thence 810.84 feet West to the point of beginning of this description; thence continuing West, a distance of 70.49 feet; thence S15°25'40"E, a distance of 214.22 feet; thence S74°34'20"W, a distance of 200 feet; thence N 15°25'40"W, a distance of 202.7 feet; thence N03°09'20"W, a distance of 186.2 feet; thence East, a distance of 270.47 feet; thence South, a distance of 121.62 feet to the point of beginning. The lease also includes mooring facilities or structures in place on the date of this Lease. This parcel contains 80,390.38 square feet (1.85 acres).

Lessee shall also have access to Marco Drive over a 40-foot access easement as shown on Exhibit "I-A."

2. **PURPOSE.**

The purpose of this agreement is to lease to Lessee the publicly-owned harbor or wharfing facility and related equipment owned by the City of La Crosse, Wisconsin, located on the Mississippi River, adjacent to Isle La Plume as more fully described in paragraph 1, Section I. Lessee may use the leased premises to moor barges and ancillary craft and service the loading and unloading of manufactured goods and bulk commodities such as but not limited to scrap iron, pig iron, coal, coke, sugar, salt, grains, soybeans, and meal, giving due consideration to insuring the continuing use of said facility by La Crosse area based industries or businesses. Lessee shall handle without discrimination, any valid and legitimate cargo authorized herein. Lessee shall not handle or store in and around the leased premises any explosive, volatile, dangerous or noxious cargo without express advance written authorization of the Board. No commodities, equipment or personality may be stored on the leased property, including those which have been unloaded or will be loaded at the facility other than that which is necessary to conduct business.

3. **TERM.**

The term of this Lease shall be for 10 years beginning on the 2nd day of January 2025, and terminating on January 2nd, 2035. Thereafter, the term of this Lease shall extend automatically for two successive five-year extension periods for a total of ten additional years, under these same terms and conditions, unless either party notifies the other of its intention to terminate this Lease at the expiration of the initial term or either extension term by giving not less than one hundred eighty (180) days' advance notice of such termination to the other. Provided, further, this Lease may be cancelled at any time by one hundred eighty (180) days' notice by the City of La Crosse for convenience of the City. Lessee shall be paid the equalized value as determined by the City Assessor for any of its leasehold improvements if said lease is cancelled by reason of City convenience.

4. **RENTAL.**

- (a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum of \$6500.00 for the lease of said wharfing or mooring structure and docking facility premises plus annual increase as listed below. Such annual sum shall be payable to the City Treasurer for the City beginning January 2nd, 2025, and on January 2nd of each year during the term of this lease.

Commencing on the first anniversary date, the rental fee shall be annually increased at the rate of 3.5% as per the attached Dock Lease Payment Schedule for the initial 10-year term.

Lessee agrees to pay the City as rent, the annual sums as listed on the attached Dock Lease Payment Schedule, for each of the two successive five-year extensions periods if such are executed.

- (b) In addition to the rental set forth herein above, Lessee shall pay to the City for the use and occupancy of the premises:
- (1) A dockage fee of 25¢ per gross ton (2,000 pounds) for each ton that exceeds 10,000 tons either loaded or unloaded across the leased property during any calendar year of this Lease. This dockage fee is to be paid to the City Treasurer of the City by December 31 of each year that the 10,000 tons is exceeded.

- (2) Lessee shall furnish to the City's Finance Director, with a copy to the Board Support Staff on or before December 31 of each year, a statement, certified in such manner as the City's Finance Director may prescribe, itemizing the aforesaid dockage charges occurring in any calendar year, and shall make payment of such additional charges at the same time, payable to the City of La Crosse.
- (3) Any rental, dockage or wharfing charges payable by Lessee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

5. INSPECTION BY BOARD.

In order that the Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City or the Board, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the Board and the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants herein are being observed.

6. REPORTS AND RECORDS.

Lessee shall keep records of the volume of cargo or commodities loaded and unloaded to or from barges, boats or vessels. Such records shall include the type of cargo, the name or identification numbers of barges, trucks and tonnage of each movement, origin and destination of each, and date of service. A report including the above information for the term of this Lease shall be furnished to the Board on or before December 31 of each year. Lessee further shall make available to the Board's auditor or designated officials, during regular working hours, all records pertaining to the receipt and shipment of all cargo handled at the leased facility.

7. USE BY OTHERS.

La Crosse Area based industries or businesses, each hereinafter referred to as "Permittee", shall have the right to use said docking premises after submission of a request for the issuance of a permit by the Board for the shipment of products as set forth in Section 2 above. Such use of the dock facility by others shall not unreasonably interfere with Lessee's use and Lessee shall be provided reasonable advance notice of such use. Use of the facility shall be for no more than two (2) consecutive weeks at one time unless consent is obtained in writing from the Lessee and the Board. Permittee shall obtain a permit (Exhibit "I-B") for each time the facility is utilized, and such permit shall be obtained from the Planning Department, City Hall, La Crosse, Wisconsin. As a condition to the issuance of said Permit, the Permittee shall be required to protect, defend, indemnify and keep and save forever harmless Lessee, Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term of the permit or arising in Permittee's performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Permittee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Permittee, and not caused by any fault or negligence of Lessee, Board, its employees or agents. As a condition to the issuance of said Permit, the

Permittee further agrees to carry adequate insurance coverage in amounts and coverages as set forth in Section III, Paragraph 3. INSURANCE of this Lease to insure payment of any and all such liabilities, and to furnish the City with satisfactory proof thereof. The insurance policy shall name Lessee, City and Board as an additional insured.

Said Permittees, other than Hanke Terminals, Inc., unless Hanke desires to utilize the access road instead of accessing said premises from his adjacent property, may, upon request of the City Engineer, be required to construct an access road at least twelve (12) feet wide improved with crushed asphalt or other material approved by the City Engineer on the 40-foot shown on Exhibit "I-A" from the wharfing facility to Marco Drive if materials are loaded or unloaded across the leased property. The location of the above-described access road shall be approved by the City Engineer. Lessee may also be required to improve said access easement upon reasonable notice if such improvement is required by the City Engineer or Director of Public Works.

If an emergency warrants the immediate issuance of a permit, Permittee shall have the right to use said premises after submission of a request to and authorization from Lessee as well as the issuance of a permit signed by the President or Vice-President and the Secretary of the Board for the shipment of products as set forth in Section 2 above.

Permittee shall pay to the City for the use and occupancy of the premises:

- (a) A dockage fee of per gross ton (2,000 pounds) for every ton either loaded or unloaded across the leased property during any calendar year of this Lease. This dockage fee is to be paid to the City Treasurer of the City within thirty (30) days of the last date of each usage of such dockage facility, but in no case shall payment be made later than December 31 of each year.
- (b) Permittee shall furnish to the City's Finance Director, with a copy to the Board Support staff of the Board, on or before December 31 of each year, a statement, certified in such manner as the City's Finance Director may prescribe, itemizing the aforesaid dockage charges occurring in any calendar year.
- (c) Any rental, dockage or wharfing charges payable by Permittee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

Lessee shall receive credit on a per day/per barge basis each time dockage facility is used by others.

II. RIPARIAN RIGHTS - FLEETING AREA PROVISIONS

1. PREMISES.

- A. City leases to Lessee the following described Isle La Plume Municipal Fleeting Area, outlined in yellow on Exhibit 1 1-A" consisting of a drawing, more fully described as follows, to-wit:

Riparian Easement over water 140 feet wide and lying Westerly and normal to the following described line located in Government lot 4 of Section 7, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin, with a Southwesterly line described as follows:

Commencing at the Northeast corner of said Section 7; Thence West along the North line of said Section 7 also being the North line of said Government Lot 4, 2,605.66 feet to the West Bulkhead line of Isle La

Plume; Thence along said Bulkhead line S 7°29' W, 478.07 feet; Thence S 2°44' W, 477.5 feet; Thence S 2°31' 20" E, 252.2 feet; Thence S 12°48'20" W, 270.1 feet; Thence S 2°28' W, 151.3 feet; Thence S 3°09'20" E, 186.2 feet; Thence S 15°25'40" E, 202.7 feet to the Point of Beginning; Thence continuing S 15°25'40" E, 130 feet; Thence S 27°41' 40" E, 445.4 feet; Thence S 33°29'20" E, 238.9 feet; Thence S 38°47' E, 543.5 feet; Thence S 40°29' E, 216.5 feet; Thence S 38°41' 20" E, 253 feet; to the Point of Termination.

The lease also includes mooring facilities or structures in place on the date of this Lease.

- B. Lessee shall also have access to the fleeting site by land from Marco Drive. The location of said access shall be determined by the City Engineer.

2. PURPOSE.

The purpose of this agreement is to lease to Lessee the fleeting area owned by the City of La Crosse, Wisconsin, located on the Mississippi River, adjacent to Isle La Plume as more fully described in paragraph 1, Section II. Lessee may use the leased premises for the fleeting of barges and towboats and uses incidental thereto and such uses shall, at all times, be in full compliance with all applicable laws, ordinances and governmental regulations. The use and operation of the mooring facilities and fleeting area herein by Lessee shall not block ingress or egress to the Seventh Street Boat Landing/Ramp.

3. TERM.

The term of this Lease shall be for 10 years beginning on the 2nd day of January 2025 and terminating on January 2nd, 2035. Thereafter, the term of this Lease shall extend automatically for two successive five-year extension periods for a total of ten additional years, under these same terms and conditions, unless either party notifies the other of its intention to terminate this Lease at the expiration of the initial term or either extension term by giving not less than one hundred eighty (180) days' advance notice of such termination to the other. Provided, further, this Lease may be cancelled at any time by one hundred eighty (180) days' notice by the City of La Crosse for convenience of the City. Lessee shall be paid the equalized value as

determined by the City Assessor for any of its leasehold improvements if said lease is cancelled by reason of convenience of the City.

4. **RENTAL.**

a Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum of \$9500.00 for the lease of said wharfing or mooring structure and docking facility premises plus annual increase as listed below. Such annual sum shall be payable to the City Treasurer for the City beginning January 2nd, 2025, and on January 2nd of each year during the term of this lease.

Commencing on the first anniversary date, the rental fee shall be annually increased at the rate of 3.5% as per the attached Riparian Rights/Fleeting Lease Payment Schedule for the initial 10-year term.

Lessee agrees to pay the City as rent, the annual sums as listed on the attached Riparian Rights/Fleeting Payment Schedule, for each of the two successive five-year extension periods if such are executed.

5. **INSPECTION BY BOARD.**

In order that the Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City or the Board, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the Board and the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants herein are being observed.

III. GENERAL PROVISIONS

1. **TAXES.**

Lessee shall pay when due all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

2. **LAWS, RULES AND REGULATIONS.**

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the

leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee. Notwithstanding any other provisions herein to the contrary, Lessee understands and agrees that the Fleeting Area being leased is subject to a certain lease between the City of La Crosse and the U.S. Department of the Army, Corps of Engineers, St. Paul District, for depositing dredged material from the Mississippi River along with mooring facility or a barge transfer facility. Said lease is attached hereto as Exhibit "DI-

A". Lessee further acknowledges and agrees to comply with the order of the State of Wisconsin Division of Hearings and Appeals regarding the application of the City of La Crosse for the permit to construct a municipal unloading dock and two pile clusters on the Mississippi River, City of La Crosse, La Crosse County, Case No. 3-WC-82791 dated September 15, 1983, which is attached hereto as Exhibit "Ill-B" and made a part hereof.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, or of the Board, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily navigation in the Mississippi River - Isle La Plume outlet and likewise agrees to comply with all existing applicable lawful rules and regulations of the Board or other lawful authority affecting navigation in said waterway.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, etc., to be disposed of in connection with Lessee's operations shall not be discharged into the Mississippi River. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

Board shall always be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons the premises who derive their right to be thereon from Lessee.

3. INSURANCE.

Should Lessee use the dock for loading and unloading, Lessee shall procure and maintain at Lessee's sole cost and expense stevedore's legal liability insurance with limit of liability of not less than \$5,000,000 for property damage from any one occurrence.

Should Lessee use the dock or store materials or products, Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of others. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, wharfinger's liability insurance as will cover the legal liability for loss or damage to vessels, equipment, cargo, freight and other interests on board such vessels or barges which are in Lessee's care, custody

or control, including the safe mooring, and as will cover Lessee's legal liability for damage to property of others caused by said barges or vessels, equipment, cargo or freight which are in Lessee's care, custody or control. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed \$5,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of \$2,000,000 plus excess coverage for a total of not less than \$5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of \$2,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be not less than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, Board members, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to Board at the address designated. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated 'B' or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as may be desired.

The City may, at its sole discretion, review the above insurance requirements to provide adequate protection to the City, and may require Lessee to increase limits to include, but not

limited to: bodily liability, property damage, legal liability, wharfing's liability, deductible clause, comprehensive general liability, and comprehensive motor vehicle liability. The City shall give the Lessee one hundred eighty (180) days' notice for any such required increases in limits.

4. **IMPROVEMENTS. MAINTENANCE AND REPAIR.**

It is hereby understood that the premises and dock facility leased by City to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by Board for occupancy and use by Lessee without any obligation on Board to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement Lessee shall furnish all necessary improvements and equipment for the usual and routine operation of the dock and mooring facility on a safe basis. Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense, including the wharfing or mooring structure, pilings and any necessary dredging of the Mississippi River in order to maintain proper water depth for the safe and convenient use of dock and shall maintain the integrity of the river bank and shoreline. Lessee shall provide and maintain suitable dock identification signs readable from the center of the main channel of the Mississippi River and from Marco Drive.

Lessee shall be responsible for the provision of all additional site improvements. Prior approval from the Board shall be obtained before any enclosed permanent structure is placed on the leased premises.

5. **LIENS.**

Lessee shall not allow any laborer's, mechanic's or material man's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to therein for thirty (30) days after written notice thereof from Board, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require Board to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

6. **ASSIGNMENT AND SUBLETNNG.**

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of Board, and shall not permit any transfer by operation of law of all or any of lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of Board, shall remain for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless Board shall specifically agree, in writing, to relieve and discharge Lessee from such liability.

7. **DEFAULT.**

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

- (a) if Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to Board, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Board or its designee.
- (b) if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed.
- (c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the consent of Board, except to a parent, subsidiary or successor company.
- (d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative.
- (e) if by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee.
- (f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises.
- (g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and eligible, without putting Lessee in default, and Board or City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, Board or City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of

default, Board or City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the public harbor facilities, either directly with Board's or City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by Board or City from such operation shall be applied against Lessee's rent obligation. (the term "net proceeds" as used in the preceding sentence shall mean the sum realized by Board or City from the operation of the facilities, less all direct and indirect expenses of Board or City than the expense of Board's or City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by Board or City as a consequence of Lessee's breach in the performance obligations hereunder. Failure strictly and promptly to these conditions shall not as a waiver of Board's or City's rights.

8. TERMINATION OF LEASE.

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to Board or City in good condition; provided, that the Lease shall nevertheless continue in effect until ships and barges in berth at the public harbor facility have completed loading or unloading, Board reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between Board, City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by Board or City of any remedies now or hereafter given to Board or City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have a reasonable time after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by Board to remove all facilities, building and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by Board, at Board's option, and if so, retained shall automatically become the property of Board. Board agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by Board to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased

premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with Board either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, and trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between Board and Lessee with regard to the removal thereof.

9. **INDEMNITY.**

Lessee shall protect, defend, Indemnify and keep and save forever harmless Board, City and Wisconsin Department of Transportation from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of Board, or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of Board, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term of this Lease or arising in Lessee's performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of Board, its employees or agents.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and Board shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that Board knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter, provided that, under the terms of this agreement, Board would have been under the duty of remedying such vice or defect.

10. **NOTICE.**

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for Board: City of La Crosse Joint Board of Harbor Commissioners

Parks, Recreation, and Forestry
400 La Crosse Street
La Crosse, WI 54601

If for City: City of La Crosse
City Clerk, City Hall
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: Mr. Adam Binsfeld,
President
Brennan Maine, Inc.
818 Bainbridge Street
P.O. Box 2557
La Crosse, WI 54602-
2557

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

11. **SUCCESSORS AND ASSIGNS.**

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of Board, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

12. **CHOICE OF LAW.**

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin. If applicable, Lessee shall comply with Wisconsin Statutes Section 30.38(8).

13. **DISCRIMINATION.**

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter II of Chapter I I I , Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

(a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.

(b) Subchapter II of Chapter I I I , Wisconsin Statutes.

14. **SEVERABILITY.**

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to my extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be

invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

15. **AMENDMENT.**

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an amendment in writing by both parties to this agreement.

16. **CONFLICT OF INTEREST.**

No director, officer employee of the City of La Crosse or Board during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13 (2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

17. **ATTACHMENTS.**

Attachments to this agreement are incorporated into this agreement by reference.

18. **ENTIRE AGREEMENT AND PREVIOUS LEASES.**

This agreement and the attachments hereto contain the entire agreement of the parties and supersede all prior agreements or oral understandings between the parties. The existing leases dated June 8, 2000, are hereby terminated by this lease to the extent that the same are inconsistent herewith.

BRENNAN MARINE, INC.,
ISLE LA PLUME MUNICIPAL LAND RIPARIAN RIGHTS AND DOCK LEASE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their duly authorized officers.

BRENNAN MARINE, INC.



Adam Binsfeld, President



~~Tina Klinger, Secretary~~
DANIEL GENTGES

Personally, came before me this 23 day of May, 2025, the above-named Brennan Marine, Inc, by its President, Adam Binsfeld, and its Secretary, ~~Tina Klinger~~, known to me to be the persons who executed the foregoing instrument and acknowledged the same.



Sign: Kayla Sunday
Print: Kayla Sunday

Notary Public, State of Wisconsin
My Commission Expires 3/13/2028

CITY OF LA CROSSE, WISCONSIN

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

Personally, came before me this ____ day of _____, 202__, the above-named City of La Crosse, Wisconsin, by its Mayor, Mitch Reynolds, and its City Clerk, Nikki Elsen, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Sign: _____

Print: _____

Notary Public, State of Wisconsin
My commission Expires: _____

Brennan Marine, Inc Isle La Plume Dock Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	\$ 6,500.00	
2026	\$ 6,727.50	\$ 227.50
2027	\$ 6,962.96	\$ 235.46
2028	\$ 7,206.67	\$ 243.70
2029	\$ 7,458.90	\$ 252.23
2030	\$ 7,719.96	\$ 261.06
2031	\$ 7,990.16	\$ 270.20
2032	\$ 8,269.82	\$ 279.66
2033	\$ 8,559.26	\$ 289.44
2034	\$ 8,858.83	\$ 299.57

Income \$ 76,254.06

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	\$ 12,000.00	
2036	\$ 12,420.00	\$ 420.00
2037	\$ 12,854.70	\$ 434.70
2038	\$ 13,304.61	\$ 449.91
2039	\$ 13,770.28	\$ 465.66

Income \$ 64,349.59

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	\$ 15,000.00	
2041	\$ 15,525.00	\$ 525.00
2042	\$ 16,068.38	\$ 543.38
2043	\$ 16,630.77	\$ 562.39
2044	\$ 17,212.85	\$ 582.08

Income \$ 80,436.99

Brennan Marine, Inc Isle La Plume Riparian Rights/Fleeting Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	\$ 9,500.00	
2026	\$ 9,832.50	\$ 332.50
2027	\$ 10,176.64	\$ 344.14
2028	\$ 10,532.82	\$ 356.18
2029	\$ 10,901.47	\$ 368.65
2030	\$ 11,283.02	\$ 381.55
2031	\$ 11,677.93	\$ 394.91
2032	\$ 12,086.65	\$ 408.73
2033	\$ 12,509.69	\$ 423.03
2034	\$ 12,947.52	\$ 437.84

Income \$ 111,448.24

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	\$ 15,000.00	
2036	\$ 15,525.00	\$ 525.00
2037	\$ 16,068.38	\$ 543.38
2038	\$ 16,630.77	\$ 562.39
2039	\$ 17,212.85	\$ 582.08

Income \$ 80,436.99

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	\$ 18,000.00	
2041	\$ 18,630.00	\$ 630.00
2042	\$ 19,282.05	\$ 652.05
2043	\$ 19,956.92	\$ 674.87
2044	\$ 20,655.41	\$ 698.49

Income \$ 96,524.39

Agenda Item 25-0972 (Tim Acklin)

Resolution approving a twenty-year lease extension with J.F. Brennan Company Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

General Location

Council District 2, located on the Black River at the western end of St Cloud Street as depicted on attached MAP 25-0972a.

2002 Marco Dr.

Council District 9, located on the Mississippi River side of Isle La Plume just west of the refuse drop-off area as depicted on attached MAP 25-0972b.

Background Information

The subject Resolution approves leases with J.F Brennan Company Inc to use, and make improvements to, two City-owned wharfing, harbor, and barge staging facilities. Approval of these leases allows Brennan to be eligible to apply for grant funding to make improvements to these facilities.

Brennan currently has a lease with the City for the facility at 2002 Marco Drive off on Isle la Plume that will expire in a few years. Brennan is requesting that this lease be terminated and then renewed for 20 years so as to be eligible to apply for specific grants. Brennan was selected by the Parks Department and the Board of Park Commissioners in response to a Request for Proposals to use and operate the facility at 300 St Cloud Street which includes Land Riparian Rights and use of the dock.

Recommendation of Other Boards and Commissions

These leases were approved by the Board of Park Commissioner's at their July 17, 2025 Meeting.

Consistency with Adopted Comprehensive Plan

Promoting River-based transportation as a driver for economic development, tourism and recreation is a primary strategy in the Economic Development and Transportation Element of the Comprehensive Plan.

Staff Recommendation

This item is recommended for approval.

Routing F&P 9.4.25



BASIC ZONING DISTRICTS

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



0 70 140 280 Feet



BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
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	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY

0 130 260 520 Feet



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0143

Agenda Date:

Version: 1

Status: Agenda Ready

In Control: City Plan Commission

File Type: General Item

Agenda Number:



Forward La Crosse: 2025 Zoning Code Update Promotion

www.forwardlacrosse.org

Campaign Timeline: Kick Off February 2025

Overview

The City of La Crosse is updating its Zoning and Subdivision code, an 18-month initiative to help shape a more vibrant, resilient, and livable city for the residents of La Crosse, Wisconsin. This collaborative effort will build on the efforts of past City plans, including the most recently adopted 2040 Comprehensive Plan and the La Crosse 2024 Housing Study.

ForwardLacrosse.org

Since the launch of the 2025 Zoning Code Update in February, the website <https://forwardlacrosse.org> has recorded 3,896 users and 14,952 page views.

Social Media

Since February 2025, the Forward La Crosse Facebook page has received 17,570 views, with 80.3% of the audience located in La Crosse, WI, followed by viewers in Onalaska and Holmen. The strongest age group is 35–64 (women), with the 35–44 range accounting for 29% of total viewership.

On Instagram, over the past 30 days, Forward La Crosse received 248 views.

Regional Press Releases

May 7, 2025 - [City of La Crosse Launches Zoning Survey to Gather Input on Future Development and Neighborhood Character](#)

March 20, 2025 - [La Crosse Housing Week Returns! April 28 – May 3, 2025: Join the Conversation on the Future of Housing](#)

Feb 17, 2025 - [The City of La Crosse Announces an Update to their Zoning and Subdivision Code and Upcoming](#)

E-newsletters

July 14, 2024 - [Submit Your Comments: info@forwardlacrosse.org – We're Listening](#)

- Zoning Comments - [LINK](#)

June 16, 2025 - [Survey Deadline June 30: Shape La Crosse's Future! 🏡 🗳️](#)

June 9, 2025 - [Zoning Code 101 – Join Us June 9th & 23rd! \\$20 gift card! 📅](#)

May 21, 2025 - [Zoning Code 101 – Join Us This Thursday! 📅](#)

May 9, 2025 - [Help Shape La Crosse's Future—Take the Zoning Code Survey Today! 🗳️](#)

April 24, 2025 - [NEXT WEEK! 🏡 La Crosse Housing Week 📅 April 28 – May 3, 2025!](#)

April 3, 2025 - [Forward La Crosse News: La Crosse Housing Week April 28 – May 3, 2025!](#)

In the News

2025



1. Feb 17, 2025 (Around River City - Online Print) - [La Crosse Seeks Community Input for Zoning and Subdivision Code Update](#)
2. March 14, 2025 (WIZM News - Radio) [Women Build, Housing Week and Neighbor's Day with Habitat La Crosse's Kahya Fox](#)
3. March 24, 2025 (AARP Local) - [Join La Crosse Housing Week April 28 through May 3](#)
4. Apr 17, 2025 (WIZM News+Podcast) - [Habitat's Kahya Fox previews La Crosse Housing Week](#)
5. Apr 21, 2025 (wiproud.com) - [La Crosse organizations to launch first-ever La Crosse Housing Week April 28 to May 3](#)
6. April 21, 2025 (Yahoo News) - [La Crosse organizations to launch first-ever La Crosse Housing Week April 28 to May 3](#)
7. Apr 23, 2025 - (La Crosse Tribune) - [Housing Week aims to engage La Crosse on affordable housing issues](#)
8. Apr 23, 2025 - (La Crosse Tribune) - [La Crosse Housing Week: Affordable housing..](#)
9. Apr. 28, 2025 (WEAU 13) - [Local organizations launch first La Crosse Housing Week](#)
10. April 29, 2025 (Yahoo News) - [Housing Week kicks off in La Crosse](#)
11. Apr 29, 2025 - (wiproud.com) [Housing Week kicks off in La Crosse](#)
12. Apr 30, 2025 (News 8) - [La Crosse Housing Week aims to address community...](#)
13. May 7, 2025 (WXOW 19) - [City of La Crosse is seeking input on future development and neighborhood character](#)
14. June 30, 2025 (WIZM News) - [Zoning and neighborhood needs are top priorities for new development in La Crosse, for city plan commission](#)
15. June 09, 2025 (News 8) - [City of La Crosse educates residents on the importance of zoning](#)

Event Calendars Submissions

- | | |
|--|---|
| <ul style="list-style-type: none"> • La Crosse Tribune • WXOW News 19 • News 8 • Next Door • WI Proud (Fox 25/48) • Good Morning Coulee • La Crosse Local | <ul style="list-style-type: none"> • City of La Crosse Event Calendar • Around River City |
|--|---|

Physical Media – Posters

Forty posters were distributed across locations in La Crosse, including Viterbo University, UW-La Crosse, the public library, City Hall, and various spots throughout downtown for Housing Week.

In Person Presentations/Discussions



2025

June 23, 2025 - [Zoning Code 101](#) - Bluffside and Grandview Emerson Neighborhood Associations
June 9, 2025 - [Zoning Code 101](#) - Weigent-Hogan, Holy Trinity-Longfellow, and Hintgen Neighborhood Associations
May 27, 2025 - [Zoning Code 101](#) - Logan-Northside Neighborhood Association and Lower Northside Depot Neighborhood
May 22, 2025 - [Zoning Code 101](#) - Washburn, Downtown, and Powell-Poage-Hamilton Neighborhood Associations
May 5 - La Crosse Chamber - [The Forum: La Crosse Housing & Zoning Changes](#)
April 30, 2025 - [Zoning & Beyond: Forward La Crosse](#) - La Crosse Public Library Main Branch
May 1, 2025 - [Zoning & Beyond: Forward La Crosse](#) - La Crosse Public Library Main Branch

Housing Week April 30- May 2, 2024

Wednesday, April 30

- **12:00–1:00 PM** – *Zoning & Beyond*
La Crosse Public Library (*City Standalone Event*)
- **2:00–3:30 PM** – *Riverside Park (Pop-up Table)*
- **6:30–8:00 PM** – *Housing on Tap*
Cappella Events Center (*Pop-up Table*)

Thursday, May 1

- **8:30–10:00 AM** – *Grounded Patio Cafe (Pop-up Table)*
- **12:00–1:00 PM** – *Let's 'Taco Boat' Housing Lunch*
Pump House Regional Arts Center (*Pop-up Table*)
- **2:00–3:30 PM** – (*Pop-up Table*)
- **5:00–6:00 PM** – *Zoning & Beyond: Forward La Crosse*
La Crosse Public Library (*City Standalone Event*)

Friday, May 2

- **9:30–11:30 AM** – *Then & Now History Exhibit*
La Crosse Public Library (*Pop-up Table*)
- **1:00–3:00 PM** – *The Economics of Redevelopment*
Black River Beach Neighborhood Center (*Pop-up Table*)

Organizational Media Inclusion

May 25, 2025 – The Bluffside Neighborhood Association shared the Forward La Crosse newsletter with their network.



Before and during Housing Week- Habitat for Humanity of the Greater La Crosse Region - including outreach through social media, newsletters, and other communication channels.

April 18, 2025 - (Couleecap, Inc. FB Page) - [Don't miss La Crosse Housing Week! April 28th...](#)

April 30, 2025 - (Extension La Crosse County FB Page) - ["Get ready, La Crosse! The first-ever Housing Week is happening this spring."](#)

City of La Crosse, Wisconsin

PROJECT TEAM:

Claire Stickler, Project Manager MSA Professional Services
cstickler@msa-ps.com

Emily Soderberg, Engagement Manager MSA Professional Services
esoderberg@msa-ps.com

Mike Lamb, Mike Lamb Consulting mlambnet@gmail.com



DATE:

May 29th , 2025

LA CROSSE ZONING AND SUBDIVISION CODE UPDATE

Housing Week

La Crosse Housing Week was a major success, generating strong community interest and engagement around housing, zoning, and the future of development in the city. Thank you to all the partners for allowing our presentation to be apart of the week.

Events throughout the week were well-attended by a diverse group of residents, stakeholders, and community leaders. Our presentation encouraged dialogue, with many participants contributing thoughtful questions, comments and personal insights.

Survey Update

As of Tuesday 5/27, we have received 617 responses to Community Survey #1. The survey will be open until June 30th. Please share the survey with your connections throughout the community. The survey is available on forwardlacrosse.org.

Below is a brief analysis of the responses so far. This is very high level as we will provide a full analysis when the survey closes. Thus far -

- 73% of respondents are homeowners, with many having lived in the city for 11 or more years.
- We're seeing a broad range of age groups represented.
- Most respondents agree or strongly agree with statements regarding high-density and low-density residential buildings, as well as neighborhood-related questions.
- The only statements with less agreement were:
 - "Situate closer to the street than they typically are today"
 - "Set back the top stories of the building to better improve compatibility with the surrounding neighborhoods" (in reference to multi-family/high-density residential buildings).
- Open-Ended Question Themes
 The open-ended question asked about concerns related to property regulations (e.g.,

PROJECT UPDATE

setbacks, height, landscaping, stormwater, lighting, parking, noise). A quick tally of common themes shows top concerns include:

- Parking
- Noise
- Overly burdensome regulations
- Restrictions limiting density and housing flexibility
- Stormwater infrastructure
- Building heights

Focus Groups and Interviews

These will primarily take place throughout June.

For any in-person focus groups or interviews, we're tentatively looking at June 30 and July 1st, as our project team will be in town for the Planning Commission Meeting.

Project Next Steps

- Stakeholder Interview Discussions
- Code Diagnostics
- Specific Code Approaches

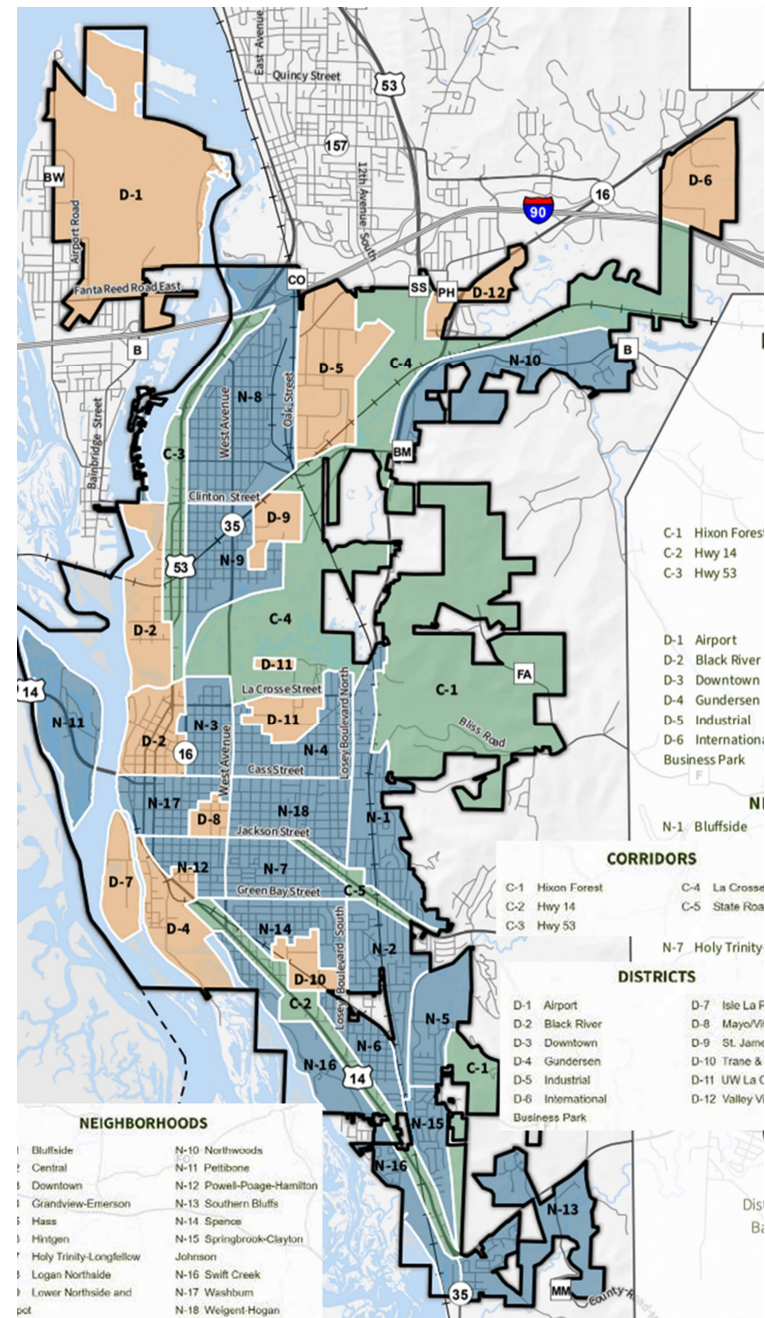
Built Form Study | Districts

Based on the Comprehensive Plan NDC framework, the Built Form Study samples the typical development pattern for each of the neighborhoods, districts and corridors as identified in the comp plan to better understand the physical dimensions of building type, site plan, street frontage and block pattern as well as other conditions.

Districts

D-1 thru D-12

D-1 Airport and D-12 Valley View Mall not included



Built Form Study | Plate D-2: Black River

NDC Framework: District



Urban Pattern



Built Form Examples



Notes

- Existing zoning: M1 Light Industrial, M2 Heavy Industrial, R1 Single Family, C1 Local Commercial, C2 Commercial
- Character area: Industrial small lot
- Key intersection: Hwy 53 & Monitor St, Hwy 53 & Copeland Ave
- Parcel pattern: Large rectangular lots fronting side streets; small rectangular residential/commercial lots with alley fronting Hwy 53, most lots are 25-50 feet wide and 140 feet deep
- Scale: Industrial area has medium to large 1-2 story structures
- Yards: Buildings on streets off of Hwy 53 generally have 20-foot setbacks (40 feet from road)
- Parking: Surface lots (paved and gravel) for industrial/commercial
- Materials: Lap siding (vinyl and wood), concrete, stucco
- Street: 50-65 foot ROW with limited sidewalk coverage on side streets, with no sidewalks; Hwy 53 has 70-100 foot ROW with 6-foot sidewalks on one or both sides
- Alley/Service Drive: N/A

Built Form Study | Plate D-4: Gundersen

NDC Framework: District



Urban Pattern



Built Form Examples

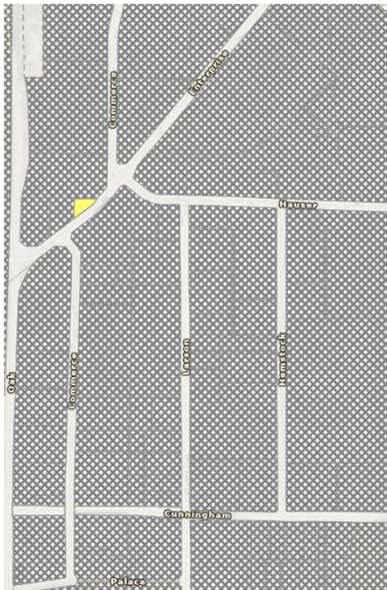


Notes

- Existing zoning: Public and Semi-Public & PD Planned Development
- Character area: Campus/medical
- Key intersection: South Ave & 7th St
- Parcel pattern: Large irregular lots abutting an access road on at least one edge; Main hospital is 50 ft from road,
- Scale: 5-7 story medical buildings and residential halls
- Yards: Most building are placed near property line with setbacks of at least 25-30 feet (with deeper setbacks on sides with large parking lots)
- Parking: Surface parking, parking ramps, limited street parking
- Materials: Masonry, glass
- Street: 100-foot ROW width for 7th street with 8-foot sidewalks on both sides, 90-foot ROW width for South Ave with 10-foot sidewalks on both sides; limited sidewalk coverage on side streets
- Alley/Service Drive: Sidewalk network that can be used between buildings (most sidewalks are 8 feet wide)

Built Form Study | Plate D-5: Industrial

NDC Framework: District



Urban Pattern



Built Form Examples

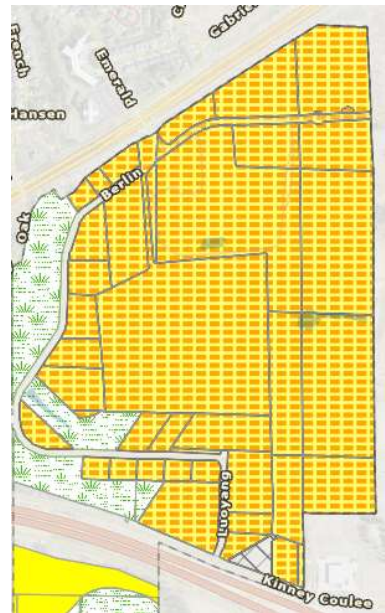
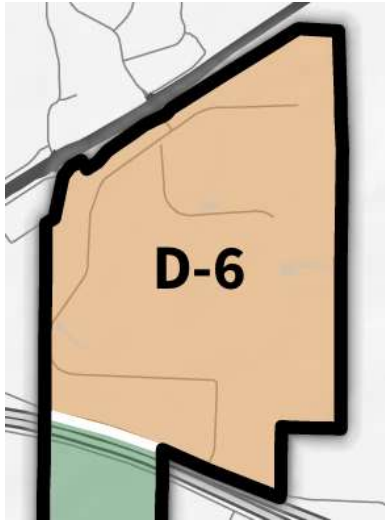


Notes

- Existing zoning: M2 Heavy Industrial
- Character area: Industrial large lot
- Key intersection: Oak St & Enterprise Ave
- Parcel pattern: Large irregular lots fronting Enterprise Ave and side streets
- Scale: Large floor plate buildings not exceeding 100 feet in height
- Yards: Shallow setbacks from roads and neighboring buildings
- Parking: Large surface parking lots, some parallel parking on each side of street
- Materials: Vinyl lap siding, masonry, metal panel
- Street: all streets have 60-65 foot ROW; Enterprise Ave and Larson St have 6-foot sidewalk on one side with 3-foot grass road verges
- Alley/Service Drive: N/A

Built Form Study | Plate D-6: International

NDC Framework: District



Urban Pattern



Built Form Examples

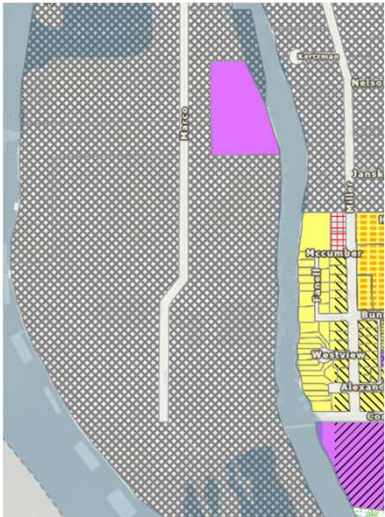
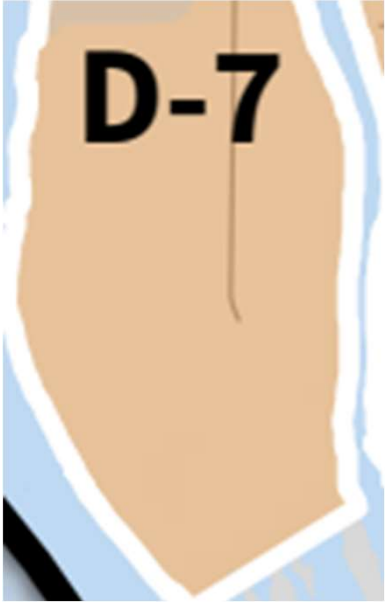


Notes

- Existing zoning: PD Planned Development
- Character area: Industrial large lot
- Key intersection: WI-16 & Berlin Dr
- Parcel pattern: Large irregular lots fronting Berlin Dr
- Scale: Large floor plate buildings not exceeding 2-3 stories
- Yards: Buildings with parking behind/beside have shallow setbacks fronting Berlin Dr; some buildings have surface lots in front
- Parking: Surface lots for all buildings, no street parking
- Materials: Masonry, metal panel
- Street: 65-foot ROW with no sidewalks; apparent 10-foot walking paths running through center of business parking and connecting to sidewalk on WI-16 & N Kinney Coulee Rd
- Alley/Service Drive: N/A

Built Form Study | Plate D-7 Isle La Plume

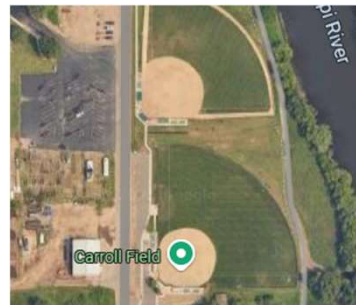
NDC Framework: District



Urban Pattern



Built Form Examples



Notes

- Existing zoning: M2 Heavy Industrial & Public & Semi-Public
- Character area: Industrial large lot
- Key intersection: N/A
- Parcel pattern: Large irregular lots fronting Marco Dr
- Scale: Large floor plate 1-4-story buildings
- Yards: Buildings on streets off Marco Dr setback 10-20 feet from ROW (parking of cars in the setback area)
- Parking: Large gravel surface lots (except two large paved lots)
- Materials: Vinyl lap siding, masonry, metal panel
- Street: 60-foot ROW with no sidewalk coverage
- Alley/Service Drive: N/A

Built Form Study | Plate D-8: Mayo/Viterbo/FSPA

NDC Framework: District



Urban Pattern



Built Form Examples



Notes

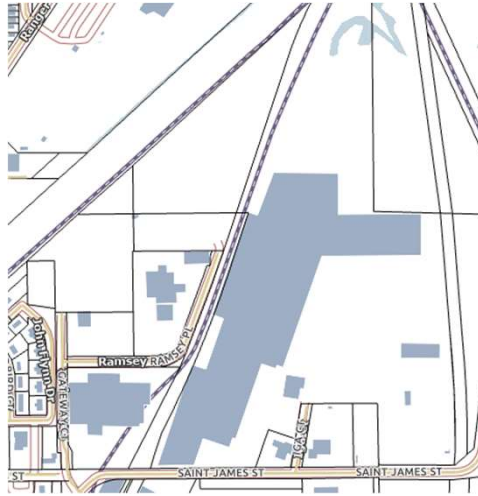
- Existing zoning: PS Public and Semi-Public, C1 Local Business
- Character area: Campus/medical & educational
- Key intersection: West Ave & Jackson St, West Ave & Market St
- Parcel pattern: Large rectangular lots fronting side streets abutting an access road on at least one edge; large commercial lots along West Ave
- Scale: 5-15 stories medical buildings; 3-5 story academic buildings; Few 1-story commercial buildings
- Yards: 50-80 feet from West Ave ROW; 10-15 feet from other side streets ROW
- Parking: Surface parking, parking ramps, street parking on side streets
- Materials: Masonry, glass
- Street: West Ave 80-foot ROW with 6-foot sidewalks on both sides; 65-70-foot ROW on other roads in district with 6-foot sidewalks on both sides
- Alley/Service Drive: Several driveways into parking lots off side streets; extensive sidewalk network in both medical and academic campuses (most sidewalks 10-15 feet wide)

Built Form Study | Plate D-9: St. James Industrial

NDC Framework: District



Urban Pattern

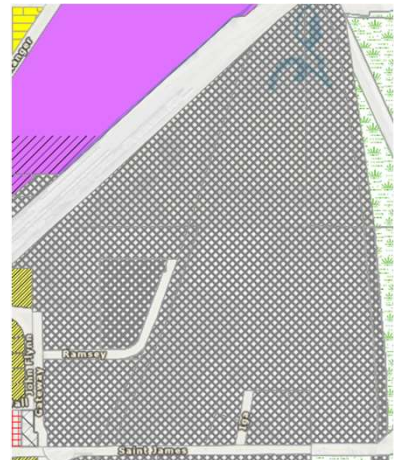


Built Form Examples



Notes

- Existing zoning: M2 Heavy Industrial
- Character area: Industrial large Lot
- Key intersection: N/A
- Parcel pattern: Large irregular lots fronting Saint James St
- Scale: Large floor plate 1-2-story industrial buildings
- Yards: Large building set back 0 feet, others between 30-175 feet with parking lot in front or behind buildings
- Parking: Large paved surface lots
- Materials: Vinyl lap siding, masonry, metal panel
- Street: 60-foot ROW with no sidewalk coverage
- Alley/Service Drive: N/A

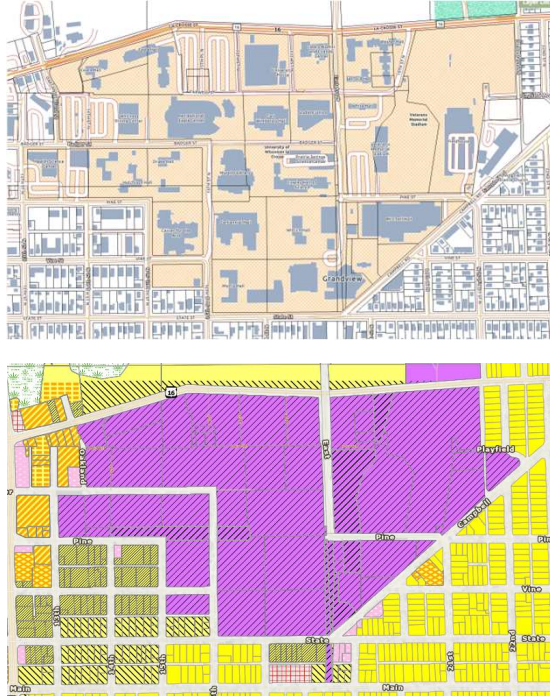


Built Form Study | Plate D-11: UW La Crosse

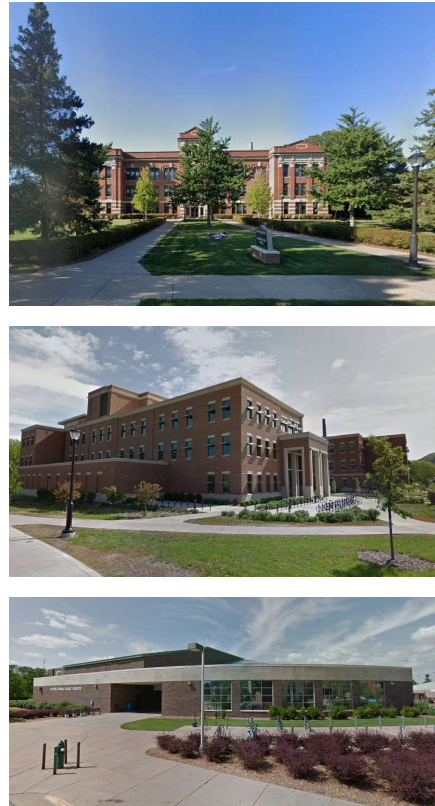
NDC Framework: District



Urban Pattern



Built Form Examples



Notes

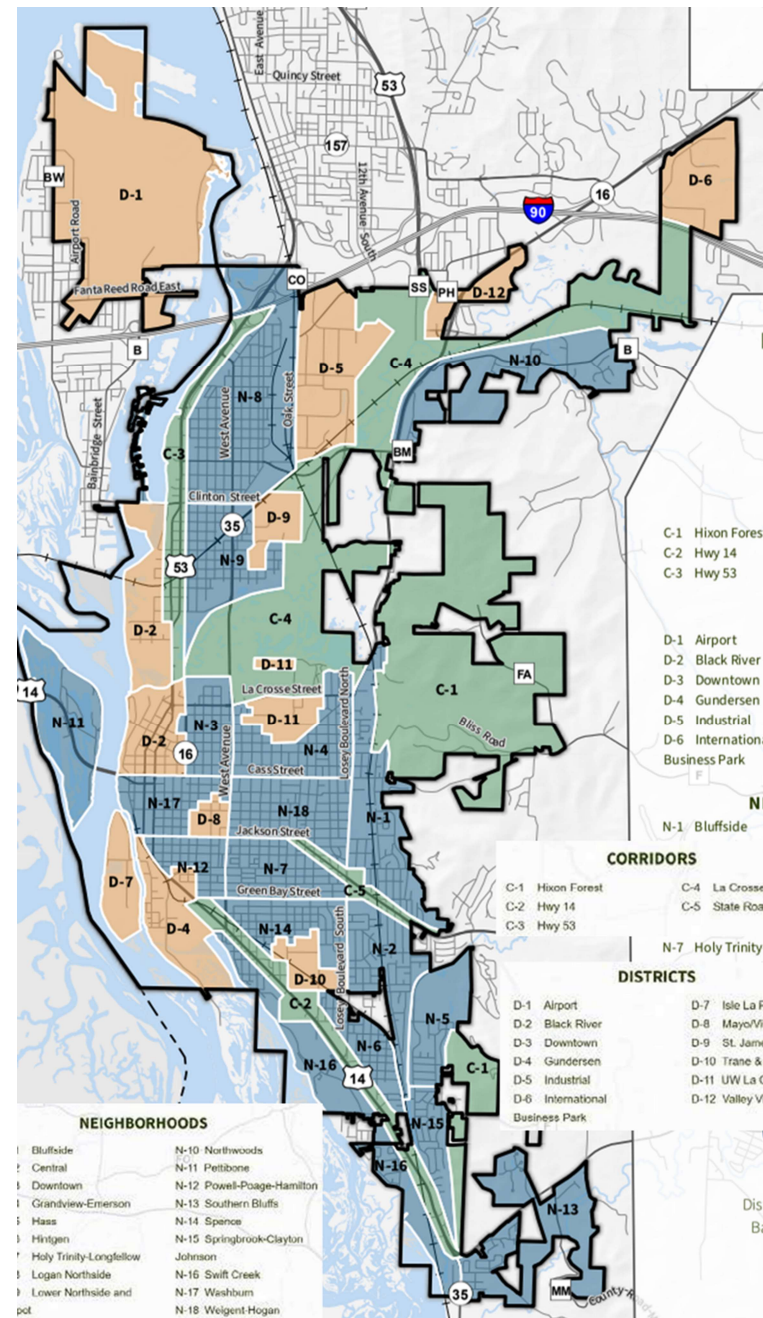
- Existing zoning: Public and Semi-Public
- Character area: Campus/educational
- Key intersection: La Crosse St & East Ave, La Crosse St & Losey Blvd
- Parcel pattern: Large rectangular lots abutting an access road on at least one edge; most lots are 300-370 feet deep
- Scale: 2-5 story academic buildings and residential halls
- Yards: Most buildings are placed in center of parcel with setbacks of 30-40 feet from each property line
- Parking: Surface parking, parking ramps, limited street parking
- Materials: Masonry, glass
- Street: 65-foot ROW with 7-13 foot sidewalks on each side; curb cuts for surface lots and drop-off points
- Alley/Service Drive: Extensive sidewalk network that can be used by university vehicles (most sidewalks are 10-20 feet wide)

Built Form Study | Neighborhoods

Based on the Comprehensive Plan NDC framework, the Built Form Study samples the typical development pattern for each of the neighborhoods, districts and corridors as identified in the comp plan to better understand the physical dimensions of building type, site plan, street frontage and block pattern as well as other conditions.

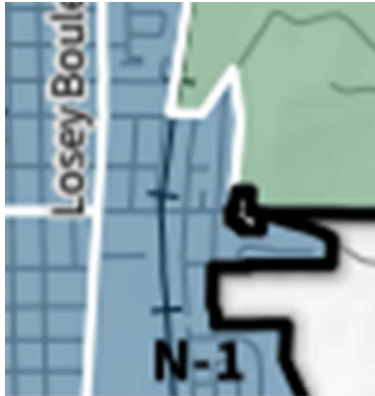
Neighborhoods

- N-1 thru N-18
- N-2 Central, N-3 Downtown and N-11 Pettibone are addressed in the Character Areas analysis



Built Form Study | Plate N-1: R1 Neighborhood East of Losey Blvd N

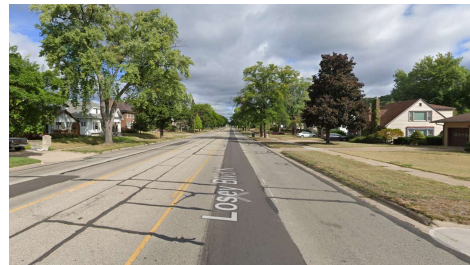
NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

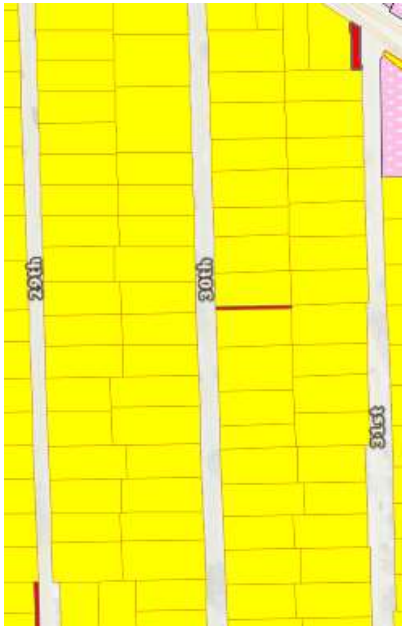


Notes

- Existing zoning: R1 Single Family
- Character area: contemporary neighborhood
- Key intersection: Losey Blvd & State St
- Parcel pattern: Residential lots in warped-grid layout and cul-de-sacs; most lots are 60-100 feet wide and <0.5 acres
- Scale: 1-2 story single-family buildings
- Yards: 35-foot front yard setback
- Parking: Private off-street
- Materials: Lap siding (vinyl and wood), brick, stone veneer
- Street: Losey Blvd has 100-foot ROW with 6-foot sidewalks on each side and 12-foot road verges; roads have no sidewalks
- Service Drive: Front-loaded
- Bluffside Tavern embedded in the SF neighborhood

Built Form Study | Plate N-2: Central

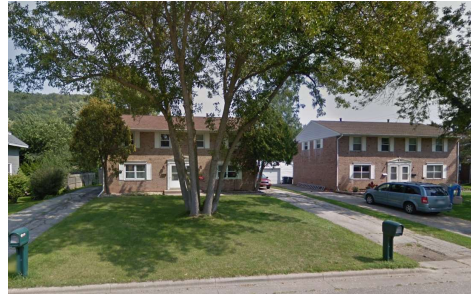
NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

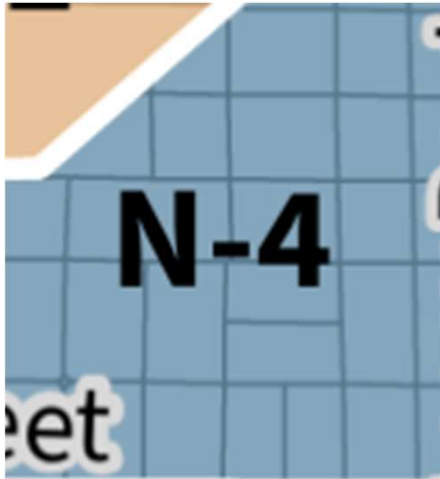


Notes

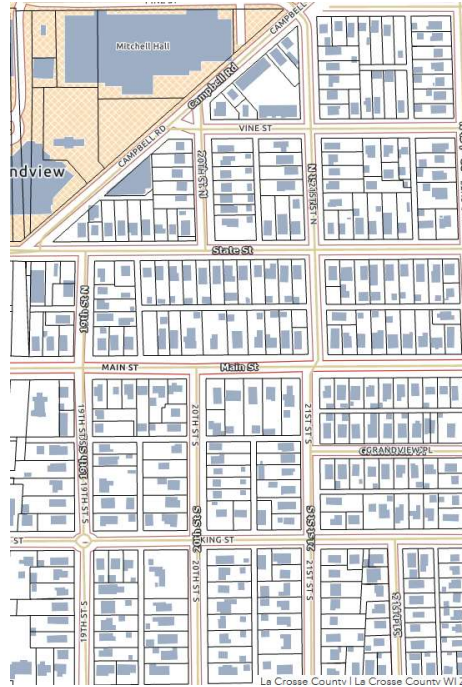
- Existing zoning: R1 Single Family
- Character area: Traditional neighborhood
- Key intersection: State Rd & 31st St
- Parcel pattern: Small rectangular lots; most lots are 70-85 feet wide and 140-150 feet deep
- Scale: 1-2 story single-family buildings with a few 2-story multi-family duplexes
- Yards: 15-30 foot front yard setback (from front property line); small rear yards
- Parking: Garages and driveways accessible from main streets; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 40-foot ROW with no sidewalks; curb cuts for driveways with 5-foot grass road verges
- Service Drive: Front-loaded

Built Form Study | Plate N-4: Grandview Emerson

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

- Existing zoning: R1 Single Family
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots with alley access in rear; most lots are 30-50 feet wide and 140-150 feet deep
- Scale: 1-3 story multi-tenant rental homes; 1-2 story single-family homes
- Yards: 20-foot front yard setback (from sidewalk); small rear yards (or additional parking) with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Vinyl lap siding, brick
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 8-foot grass road verges
- Alley/Service Drive: 20 ft ROW, paved concrete typ.

Built Form Study | Plate N-4.1: Grandview Emerson

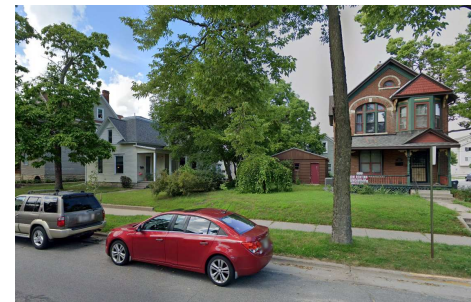
NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

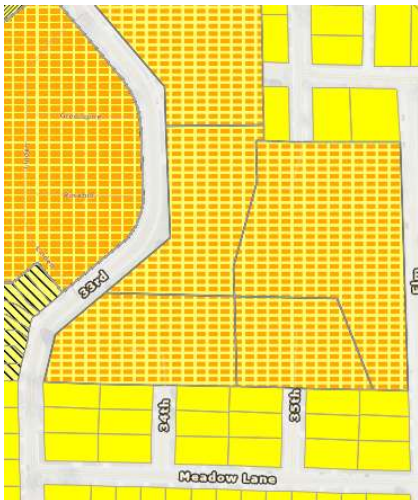


Notes

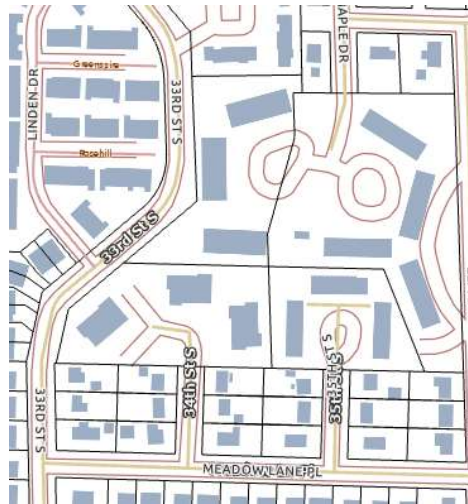
- Existing zoning: R1 Single Family, R2 Residence, R5 Multiple Dwelling, C1 Local Business, TND Traditional Neighborhood Development
- Character area: Student housing and neighborhood retail/restaurants
- Key intersection: State St & Campbell Rd
- Parcel pattern: Small rectangular lots with alley access in rear; most lots are 50-60 feet wide and 150 feet deep; some lots are divided width-wise into halves/thirds with depths of 50-100 feet each; neighborhood commercial fronting State St and Campbell Rd
- Scale: 2-3 story multi-tenant rental homes and apartment buildings; 1-2 story single-family homes, 1 story commercial with flat roofs
- Yards: 15-foot front yard setback (from sidewalk); small rear yards (or additional parking) with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street, surface parking behind multi-tenant buildings
- Materials: Vinyl lap siding, brick, stucco
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 8-foot grass road verges
- Alley/Service Drive: 20 ft ROW, paved concrete typ.

Built Form Study | Plate N-5: Hass

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

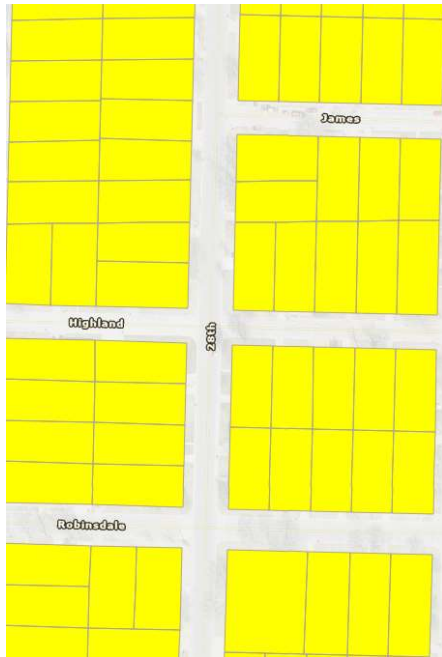


Notes

- Existing zoning: PD Planned Development
- Character area: Contemporary neighborhood
- Key intersection: N/A
- Parcel pattern: Large multi-structure lots fronting public/private roads and surface parking lots
- Scale: 2-story multi-family residential buildings and twinhomes
- Yards: 15-20 foot structure setback from road frontage or shared surface parking
- Parking: Surface lots for multi-family structures, private driveways for twinhomes
- Materials: Lap siding (vinyl and wood), brick
- Street: Most streets have 60-foot ROW with no sidewalks; 33rd St S has 6-foot sidewalk on western side and 8-foot road verge
- Service Drive: Front-loaded for twinhomes

Built Form Study | Plate N-6: Hingten

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

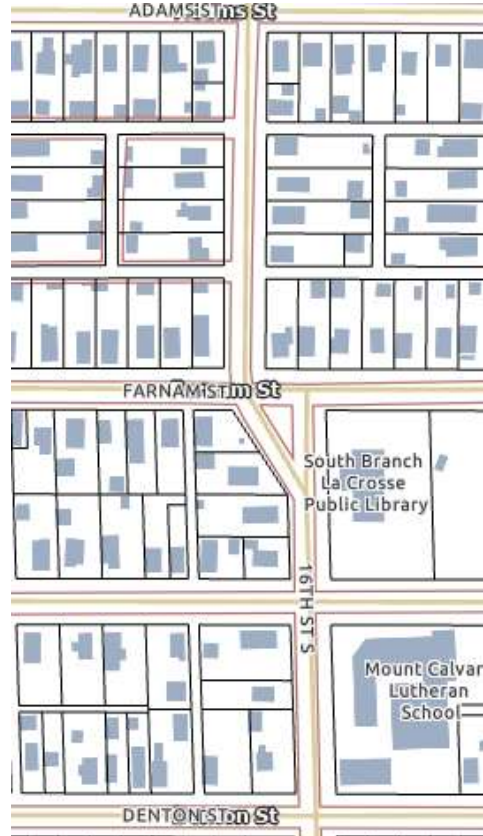
- Existing zoning: R1 Single Family
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots that are 60 feet wide and 120-135 feet deep
- Scale: 1-2 story single-family buildings
- Yards: 20-25 foot front yard setback (from front property line); small rear yards
- Parking: Garages and driveways accessible from main; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: Highland St has 50-foot ROW and north-south streets have 65-foot ROW; inconsistent sidewalk coverage from property to property
- Service Drive: Front-loaded

Built Form Study | Plate N-7 : Holy Trinity-Longfellow

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

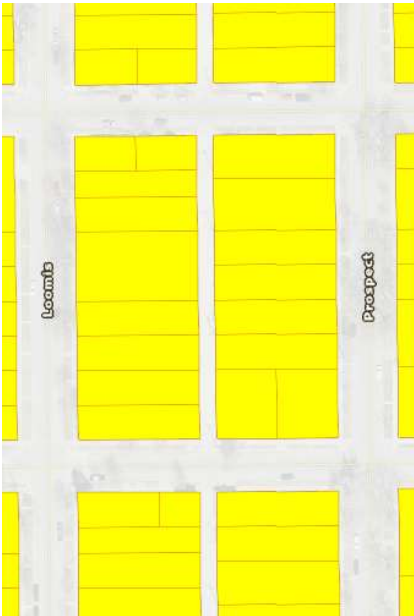
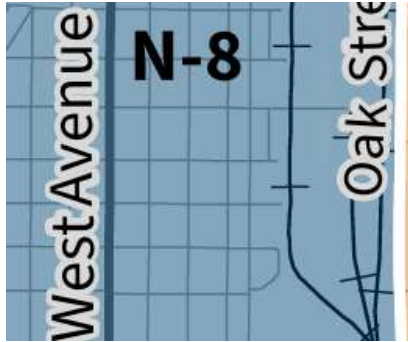


Notes

- Existing zoning: R1 Single Family, R2 Residence, PS Public and Semi-Public
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots that are 50 feet wide and 130-170 feet deep
- Scale: 1-2 story single-family buildings
- Yards: 15-foot front yard setback (from sidewalk, if applicable); small rear yards with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 9-foot grass road verges
- Service Drive: 20 ft ROW, paved concrete typ.

Built Form Study | Plate N-8: Logan Northside

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

- Existing zoning: R1 Single Family
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots with alley access in rear; most lots are 40-60 feet wide and 140 feet deep; some lots are double-wide (80 feet); some lots are divided width-wise with depths of 70 feet each
- Scale: 1-2 story single-family buildings
- Yards: 10-foot front yard setback (from sidewalk); small rear yards with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood)
- Street: 70-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 10-foot grass road verges
- Alley/Service Drive: 20 ft ROW, paved concrete typ.

Built Form Study | Plate N-8.1: Logan Northside (George St Commercial)

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

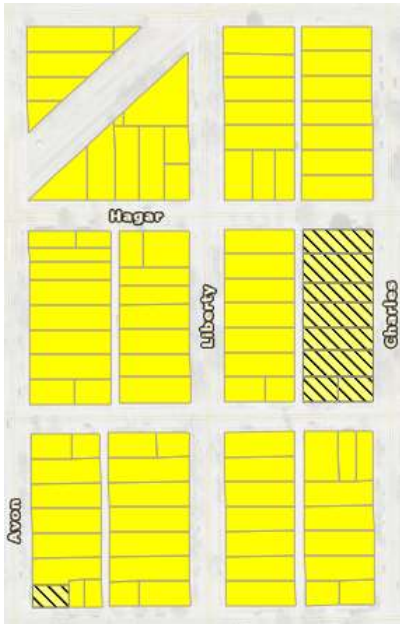


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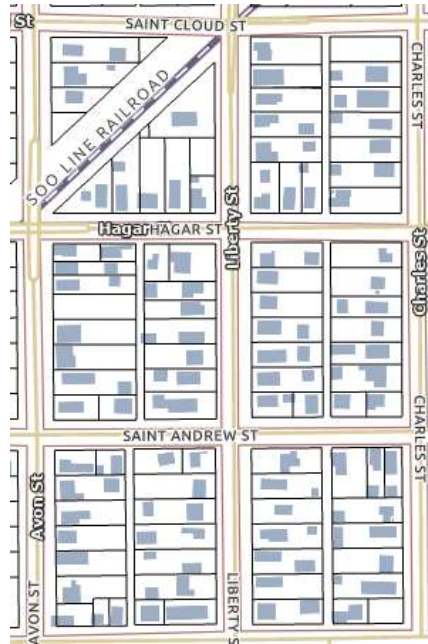
- Existing zoning: C1 Local Business
- Character area: Traditional shopping street
- Key intersection: George St & Gillette St
- Parcel pattern: incremental, small lot typically alley loaded; some curb cuts from George; common residential lots are 50 feet wide; some residential lots measure 30 feet wide
- Scale: 1 and 2 story retail and residential buildings; commercial buildings tend to have flat roofs and transparent shopfronts
- Yards: Zero lot line for commercial structures; shallow setback for residential along George
- Parking: several surface lots front onto George
- Materials: brick, stucco, lap siding—vinyl and wood
- Street: 64 foot ROW; curb and gutter with sidewalk back of curb; narrow grassed boulevards here and there
- Alley/Service Drive: 20 ft ROW, paved concrete typ.

Built Form Study | Plate N-9: Lower Northside and Depot

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

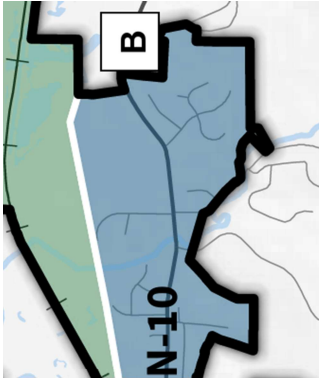


Notes

- Existing zoning: R1 Single Family, R2 Residential
- Character area: Traditional neighborhood
- Key intersection: Hagar St & Avon St
- Parcel pattern: Small rectangular lots with alley access in rear; most lots are 40-55 feet wide and 140 feet deep; some lots are divided width-wise with depths of 70 feet each
- Scale: 1-2 story single-family buildings
- Yards: 15-25 foot front yard setback (from sidewalk); small rear yards with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 60-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 5-foot grass road verges
- Alley/Service Drive: 15-20 foot ROW, paved concrete typ.

Built Form Study | Plate N-10: Northwoods

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

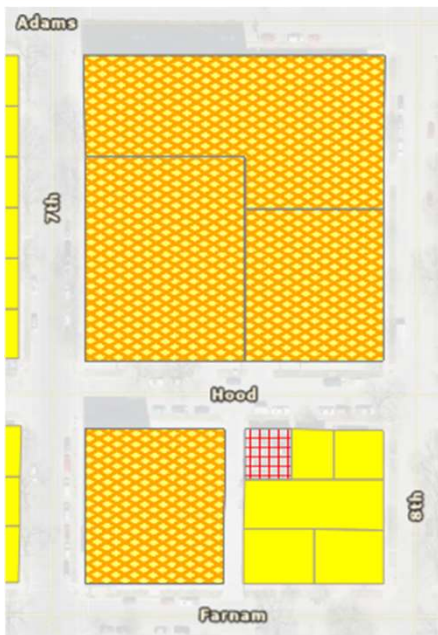


Notes

- Existing zoning: R1 Single Family
- Character area: Contemporary neighborhood
- Key intersection: CH B & Sablewood Rd
- Parcel pattern: Residential lots in dendritic layout
- Scale: 1-2 story single-family homes
- Yards: 40-foot front yard setback
- Parking: Driveways accessible from subdivision roads
- Materials: Vinyl lap siding, brick, stone veneer
- Street: 65-foot ROW with 6-foot sidewalk on one side; curb cuts for driveways with grass road verges
- Service: Front loaded

Built Form Study | Plate N-12: Powell-Poage Hamilton

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

- Existing zoning: TND Traditional Neighborhood Development, C2 Commercial, & R1 Single Family
- Character area: Urban Mixed
- Key intersection: 7th St & Farnam St
- Parcel pattern: Large lots with apartment buildings with large parking lots and small rectangular and square single-family residential lots
- Scale: 3-4 story apartment buildings; 1-2 story single-family buildings; 1-story commercial buildings with flat roofs
- Yards: 5-15 feet front yard setback (from sidewalk for apartments); large surface parking lots behind apartments
- Parking: Several large surface lots front onto Hood St and 8th St and garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Vinyl lap siding, brick, stucco
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 7-8-foot grass road verges
- Alley/Service Drive: 20-foot ROW alley, paved concrete typ and service drives off Hood st (see top 3 images)

Built Form Study | Plate N-14: Spence

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

- Existing zoning: R1 Single Family
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots that are 50-60 feet wide and 100-130 feet deep from ROW line
- Scale: 1-2 story single-family buildings
- Yards: 15-25 front yard setback (from sidewalk, if applicable); small rear yards with garages on alley
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 9-foot grass road verges
- Alley/Service Drive: 16-foot ROW, paved concrete typ a few gravel and a few front-loaded

Built Form Study | Plate N-15: Springbrook-Clayton Johnson

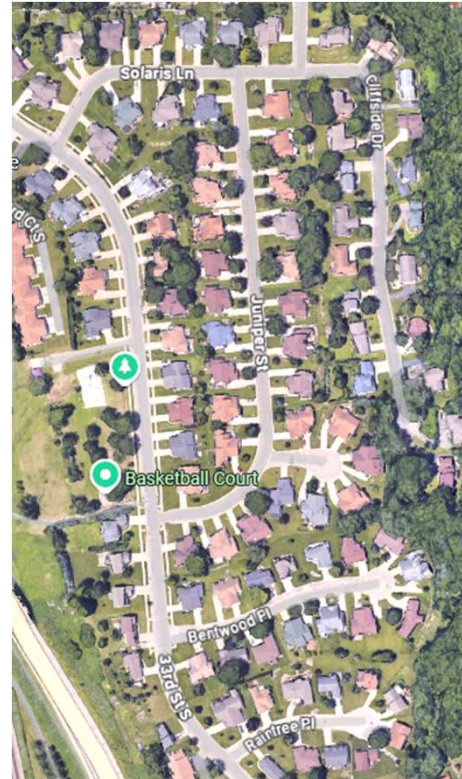
NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

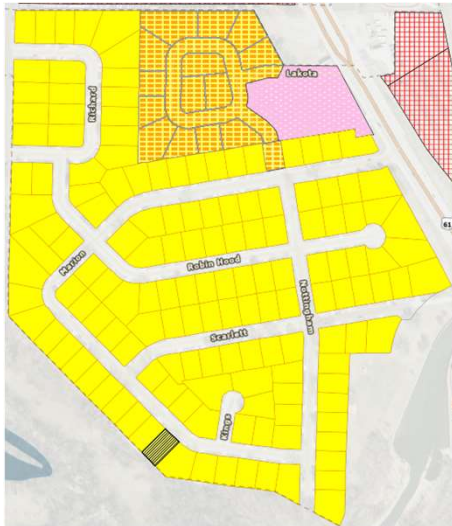


Notes

- Existing zoning: N/A
- Character area: contemporary neighborhood
- Key intersection: 33rd St S and Solaris
- Parcel pattern: 85 ft wide lots typical
- Scale: 1 story; some taller
- Yards: 25 foot front yard setback (from front property line)
- Parking: Driveways accessible from streets; parallel parking on each side of streets
- Materials: Lap siding (vinyl and wood), masonry
- Street: 60 foot ROW with sidewalks on most streets but not all;
- Service Drive: Front-loaded

Built Form Study | Plate N-16: Swift Creek

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

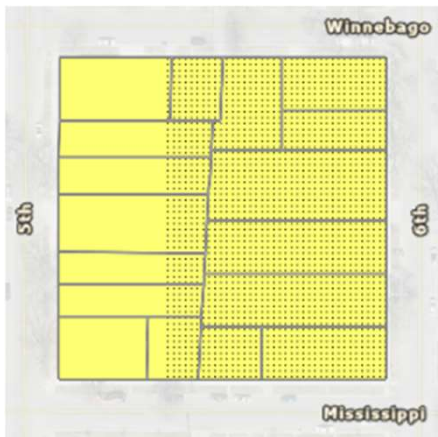


Notes

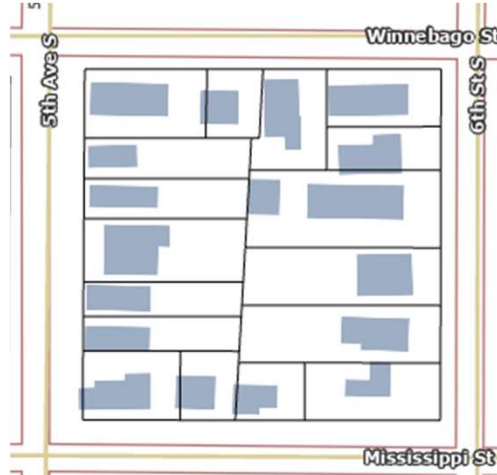
- Existing zoning: R1 Single Family, PD Planned Development, & C1 Local Business
- Character area: Contemporary neighborhood
- Key intersection: US-35 & N Marion Rd
- Parcel pattern: Small rectangular lots; most lots are 75-85 feet wide and 95-115 feet deep from ROW line
- Scale: 1-2 story single-family buildings with 11 1-story multi-family duplexes/triplexes/quadplexes in Lakota PI development area
- Yards: 15-30 foot front yard setback (from ROW line); rear yards varying between 30-50 feet; 20 foot front yard setback (from ROW line) and 10-15 feet rear yard setback in Lakota PI duplexes/triplex/quadplex
- Parking: Garages and driveways accessible from main streets; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 40-foot ROW with no sidewalks; curb cuts for driveways with 5-foot grass road verges
- Service Drive: Front-loaded

Built Form Study | Plate N-17: Washburn

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples

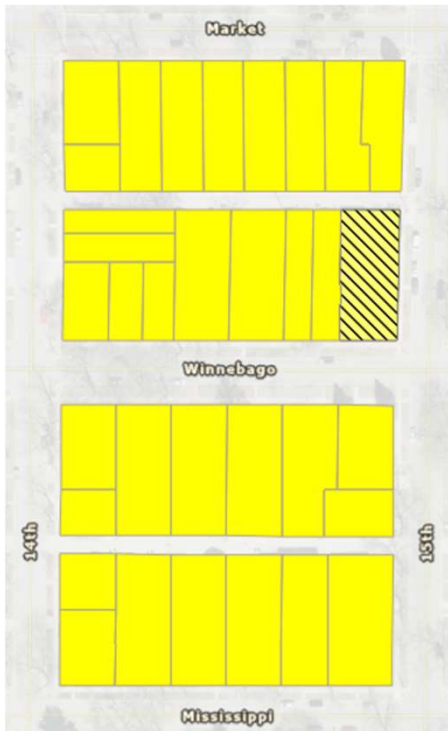
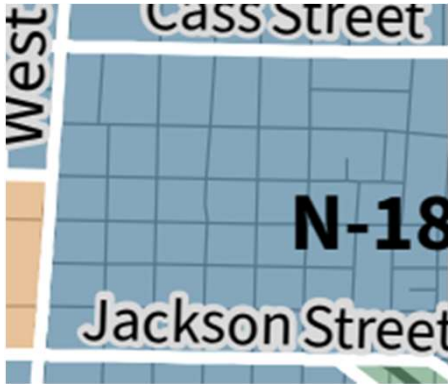


Notes

- Existing zoning: R1 Single Family & WR Washburn Residential
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots that are 50-60 feet wide and 140-145 feet deep from ROW line
- Scale: 1-2 story single-family buildings, two 2-story apartments, and scattered 1-2 story commercial buildings
- Yards: 10-20 front yard setback (from sidewalk, if applicable); 100 foot rear yard setback (on average)
- Parking: Garages and driveways accessible from main streets; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 65-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 8-foot grass road verges
- Service Drive: Front-loaded

Built Form Study | Plate N-18: Weigent Hogan

NDC Framework: Neighborhoods



Urban Pattern



Built Form Examples



Notes

- Existing zoning: R1 Single Family & WR Washburn Residential
- Character area: Traditional neighborhood
- Key intersection: N/A
- Parcel pattern: Small rectangular lots that are 60 feet wide and 140 feet deep from ROW line
- Scale: 2-3 story single-family buildings
- Yards: 10-20 front yard setback (from sidewalk, if applicable); 50-70 foot rear yard setback (70 foot on average)
- Parking: Garages and driveways accessible from main streets and alleys; parallel parking on each side of street
- Materials: Lap siding (vinyl and wood), masonry
- Street: 65-70-foot ROW with 6-foot sidewalk on each side; curb cuts for driveways with 8-10-foot grass road verges
- Alley/Service Drive: 20-foot ROW, paved concrete typ a few gravel and a few front-loaded



Character Area Definitions

Zoning Update using a Context Sensitive, Character-based Approach

A character-based approach to the zoning code update is based on the NDC Framework used in the Comprehensive Plan. The Built Form Study sampled all of the identified areas to better understand typical character, context, building, lot and street types. This analysis will then be used to confirm particular “character” areas of the city that will be used to calibrate applicable urban standards and dimensions.

The Comprehensive Plan sets forth the vision for future land uses across all properties within the City of La Crosse. Future land use identifies the mix of uses which may become appropriate for a given property over the next twenty years. This concept takes into account the larger context of neighboring properties and how they interact together to serve residents. Future land use is based on the "Neighborhood, District, and Corridor Framework" (NDC), a system devised by the Congress for New Urbanism (CNU). *Source: 2040 Comprehensive Plan*

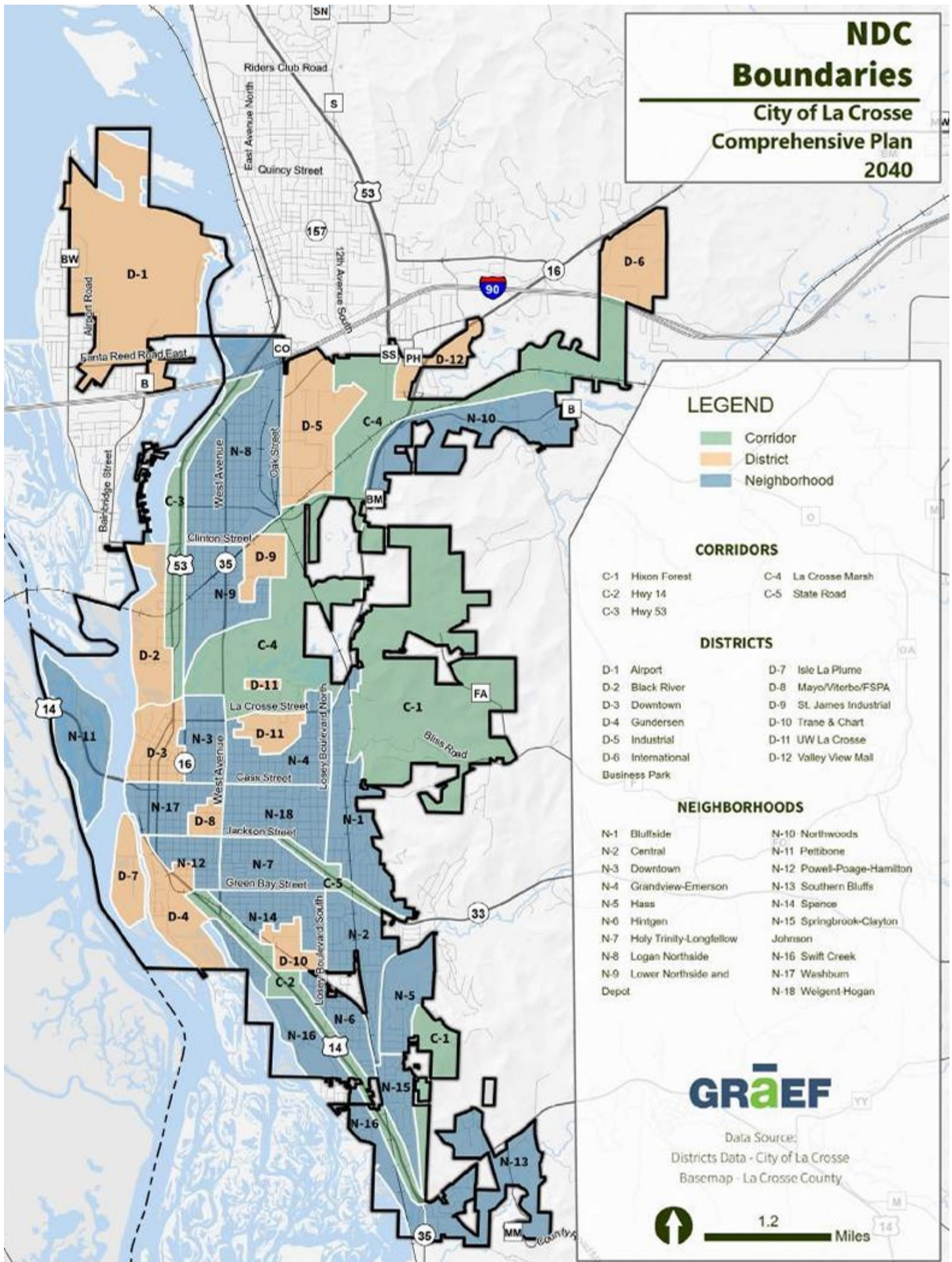
The intent of the NDC Framework model is to encourage walkable, compact communities that are rich with amenities and celebrate the history of the built environment and the preservation of natural features, all while respecting the fabric of communities. NDC proposes three fundamental classifications that organize La Crosse into a mix of uses rather than isolated land uses. NDC does not replace the adopted zoning code, but instead paints a broad and cohesive long-term picture for the built environment. The NDC model can pair well with form-based codes, a land development regulation that focuses on the physical form of the built environment in relation to the public realm as the code's overarching principle. If the City decides to integrate a form-based code in the future, the NDC model can be used to guide a cohesive urban form. *Source: 2040 Comprehensive Plan*

A character-based code guides development to build upon and strengthen the unique characteristics of a community, helping to preserve desired character. A character-based code is organized around the unique physical features of the built environment by documenting and analyzing the community's existing urban form at different scales, from the broad characteristics of a community's neighborhoods to particular building types.

Neighborhoods, which usually are areas that contain blocks or buildings that are unified in character or style. A neighborhood is often walkable and may have a clearly defined center or edge.

Districts, which are areas typically defined by a particular use or activity, such as light industrial districts.

Corridors, which can be man-made elements relating to movement, such as roads or railways, or natural elements such as rivers. Whether man-made or natural, these corridors often define boundaries within and between neighborhoods. However, roads that function as commercial corridors often serve as the center of many communities. *Source: adapted from “Form-based Codes: A Step by Step Guide for Communities”, Chicago Metropolitan Agency for Planning & the Form Based Codes Institute*





Traditional neighborhoods—residential areas that are mostly historic with fine grain block and street pattern, alley service, prominent parks and walkable streets that connect to neighborhood destinations. Physical features: compact lots, 1.5– 2.5 stories in height, shallow front yards, sidewalks and alley loaded parking.



Traditional neighborhoods/varied - residential areas that mostly contain smaller lots with connected streets and alley service but also include a mix of contemporary, front-loaded building types. historic with fine grain block and street pattern, alley service, prominent parks and walkable streets that connect to neighborhood destinations. Physical features: 1 to 1.5 stories in height, common front yards and some lots that area wider.



Traditional shopping street—a walkable, retail environment located in traditional neighborhoods that contain commercial sales and services more scaled and compatible with existing residential development.

Physical features: compact lots, 1-2 stories in height, zero front yards, shopfront frontage common with alley loaded service and on-street parking.



Urban Mixed Residential—an area that contains a mix residential building types from detached single family to larger multi-family apartments.

Physical features: compact lots, 1-stories in height, shallow front yards; alley loaded and on-street parking.



Modular neighborhood—residential areas that are composed mobile and manufactured building types. Urban pattern is usually tight (narrow) sites with generous streets; lot is often in single ownership

Physical features: 1 stories in height, shallow front yards, parking in front or the side of the unit



Corridor mixed— typically corridors that contain a mix of commercial, residential and institutional buildings within the same block and/or across the street from each other; common in traditional neighborhoods that are transitioning or growing. service, prominent parks and walkable streets that connect to neighborhood destinations.

Physical features: 1-2 stories but other physical features vary depending on building type



Commercial Corridor/Small Format— most commercial corridors in the city contain a mix of building types and sizes; the small format commercial corridor is common in several areas

Physical features: wide lots, 1-2 stories in height, generous setbacks with parking common in front of the entrance



Commercial Corridor/Large Format— most commercial corridors in the city contain a mix of building types and sizes; the large format commercial corridor is common in several areas such as the Valley View Mall.

Physical features: wide and deep lots, 1-2 stories in height, generous setbacks with parking common in front of the entrance



Downtown—The downtown is made up of a larger “core” area that contains a number “main street” blocks that are highly walkable and characterized by transparent storefronts. The downtown also includes a historic district which overlaps much of the “main street” blocks.

Physical features: “main street” blocks are multiple stories with highly defined shopfronts; masonry construction is typical; the periphery of the core contains more and larger surface parking areas.



Downtown/“Main Street”– the heart of downtown contains a well defined walkable district with retail shop fronts set at the back of the sidewalk creating a very intimate, human scaled environment;

Physical features: high level of shopfront transparency at the street level, common exterior is brick; alley service to the block interiors; parking on-street



District — a number of districts occur in the city—these can be education, health or recreation in use; they tend to include larger buildings arranged to form an identity or sense of spaces but also can include large parking areas.

Physical features: wide lots, buildings often more than 3 stories in height, setbacks and yard vary



Industrial small format— there are multiple areas characterized as ‘industrial’ with these building types arranged into small formats where they respond to a connected street and block pattern, alley loaded and small operation areas

Physical features: typical traditional small lots, 1-2 stories in height, common material is metal siding and some masonry finishes at the building base



Industrial large format— there are multiple areas characterized as 'large format industrial' that include very large floorplate buildings including large outdoor storage areas, loading and large surface parking areas

Physical features: multiple stories in height depending on functions and use; typical flat roofs, common material is metal siding and some masonry finishes at the building base

Character Area: *Downtown – Three Distinct Areas*



Three distinct areas assume that the zoning districts may also be more responsive to the character of each with the “main street” area requiring the most rigorous standards and regulations.



Downtown Area




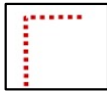
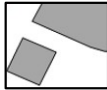

Core



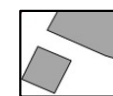
“Main street”

Character Areas: *Downtown Core/Building Frontage & Parking*

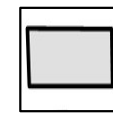


-  Active building frontage
-  Blank building wall
-  Surface parking
-  Structured parking

Character Areas: *Downtown Core/Parking Diagram*

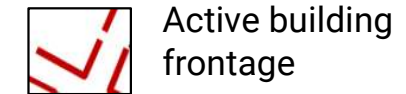
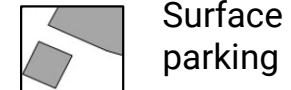
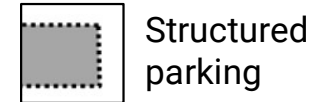


Surface
parking

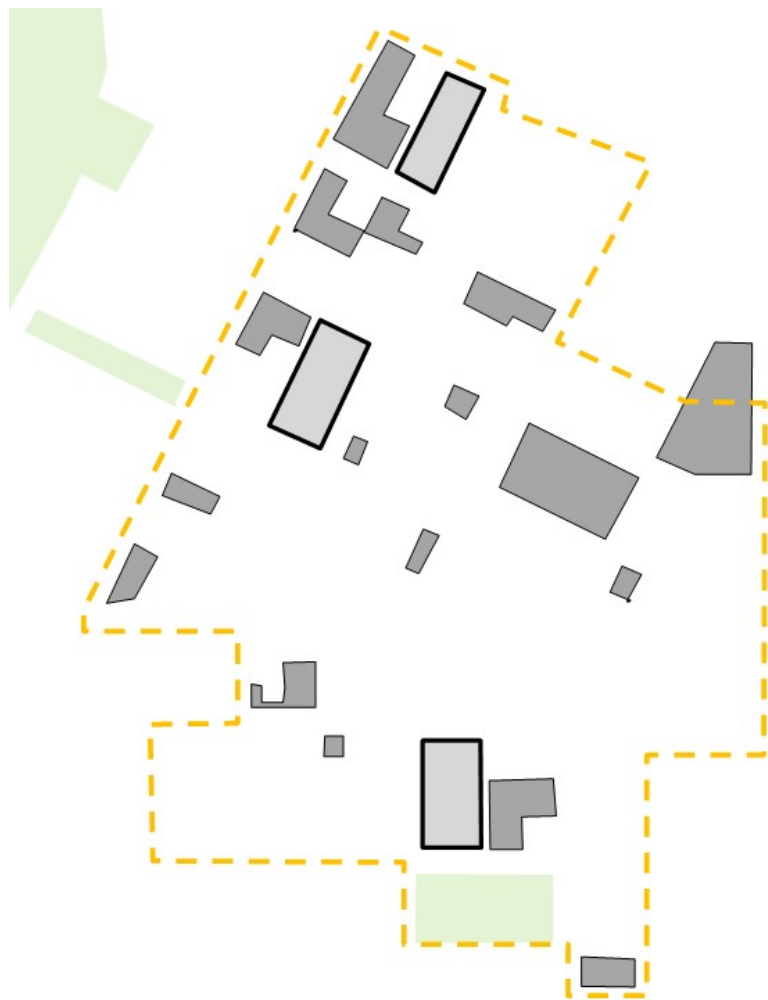


Structured
parking

Character Areas: “Main Street”/Frontage & Parking Diagram



Character Areas: Main Street/Frontage & Parking Diagram



The building frontage and parking diagram illustrates the key blocks of the downtown “main street” area. These block faces are the most walkable and pedestrian friendly places in downtown; zoning standards can be more specific about this built environment character and regulate future development to recognize these conditions and respond in similar ways.

Character Areas: *Building Standards*



Newer buildings at Jay and Front St share common design features and materials.



A recent residential building uses more clean, modern materials that are compatible with traditional buildings.



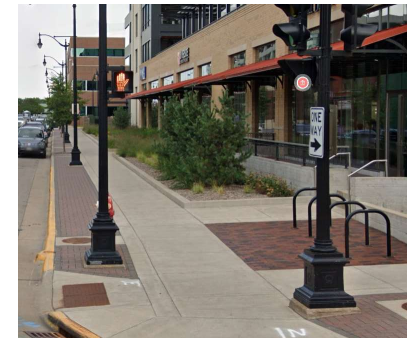
Renovations highlight the historic character of street level shopfronts; graphics obscure window transparency.



Street level façade works with the bay and window design but presents exposed parking to the street.



Super graphics that may or may not be appropriate for some "main street" building locations.



Recent residential building includes large setback from the street.

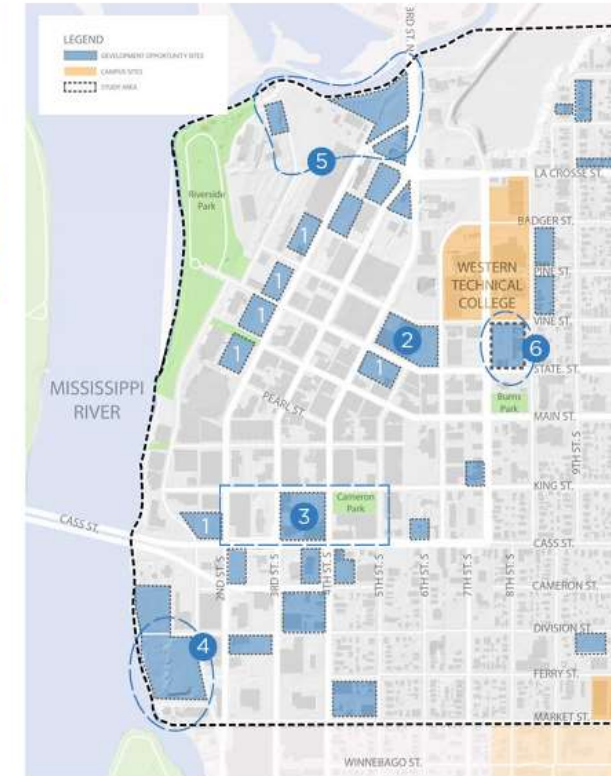
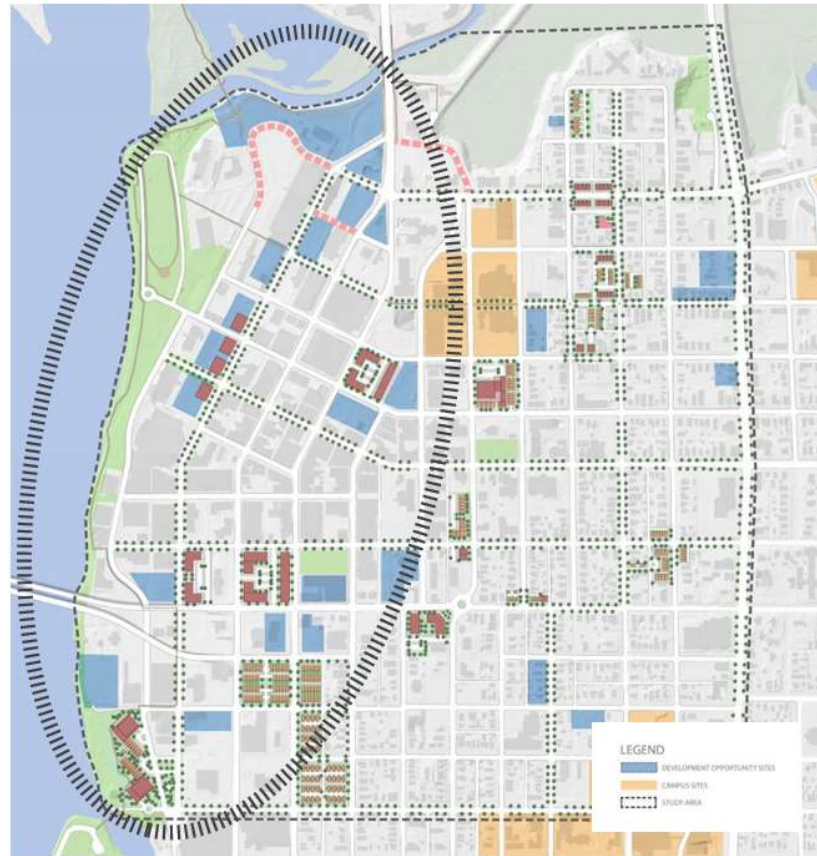
Character Areas: *Downtown Development Opportunities*

CORE CLUSTER CONCEPTS

This plan recognizes that sites may redevelop entirely differently than imagined in this plan, yet the plan illustrates possibilities that may complement downtown as a place to work, live, and visit.


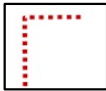
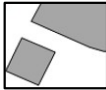

- 1. Surface Parking Lots.** Privately owned parking lots could be redeveloped into a vertical mixed use. These sites are subject to concepts in the prototypical development diagrams.
- 2. US Post Office Site.** Redeveloping the US Post Office site for a project that better contributes to the culture of downtown is a high-priority from the planning participants.
- 3. Core Gateway.** Blocks located north of the bridge are candidates for signature projects like Belle Square.
- 4. Houska Village.** A long-term vision for this area should protect the site until the market can support the project. The concept leverages the views of the Mississippi River and proximity to downtown.
- 5. La Crosse River Area.** Sites near the La Crosse River can become prime for development by connecting La Crosse Street to Front Street.
- 6. Salvation Army.** A redevelopment concept for a block that straddles the core of downtown and traditional neighborhood.

DEVELOPMENT CONCEPT MAP



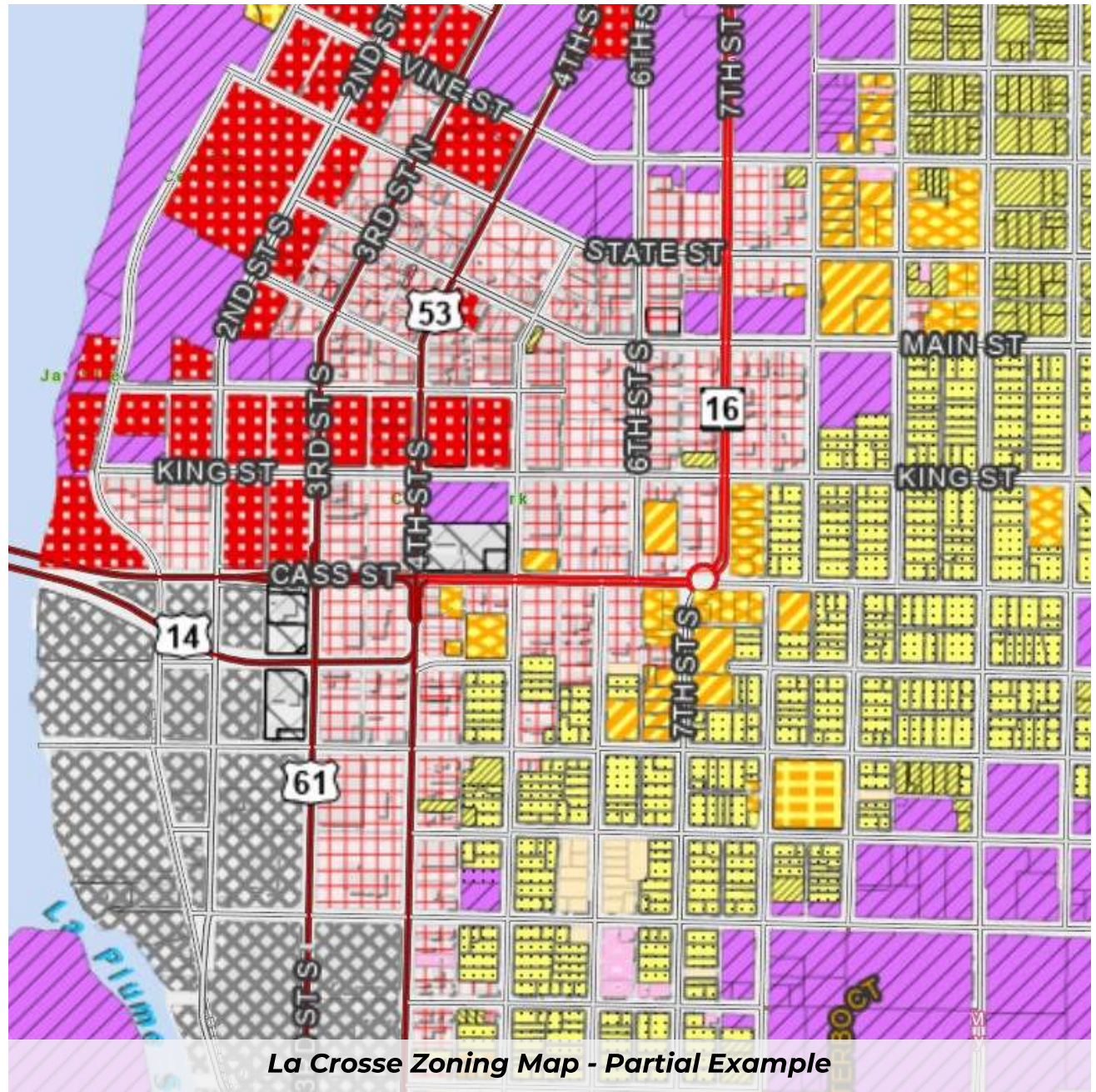
Character Areas: *Downtown Core/Frontage & Parking*



-  Active building frontage
-  Blank building wall
-  Surface parking
-  Structured parking

Contents

- 1) Cover/Map
- 2) Introduction & History
- 3) Scope of Work/Organization
- 4) Schedule
- 5) Comprehensive Plan
- 6) Typical Urban Standards
- 7) Possible Housing Types
- 8) Subdivision of Land
- 9) Contact Information



Introduction & History

Zoning is one of the most common methods of land use control used by local governments. Zoning works by defining a community into districts, regulating uses that are allowed within those districts, and prescribing allowable dimensions such as lot sizes, setbacks and building height. Zoning can help a community to achieve goals outlined in a comprehensive plan including:

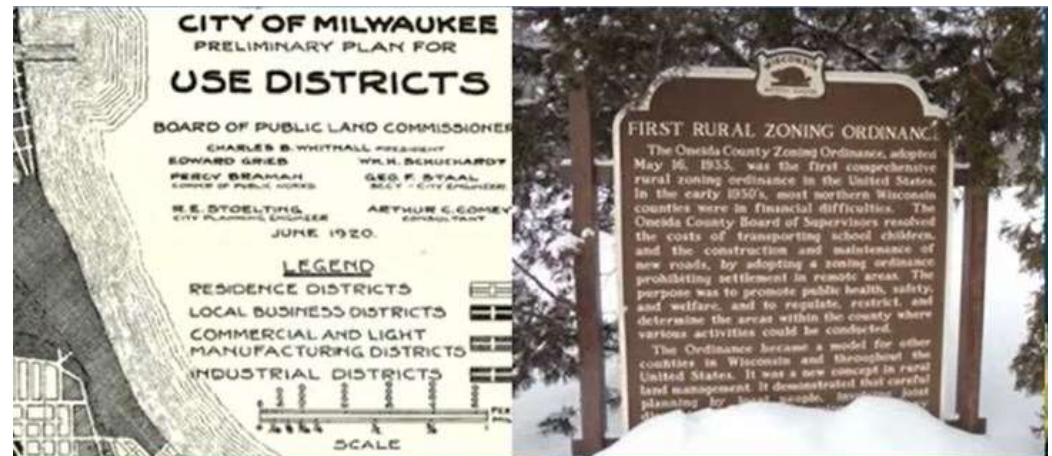
- Protecting public health, safety and general welfare.
- Promoting desirable patterns of development.
- Separating incompatible land uses.
- Maintaining community character and aesthetics.
- Protecting community resources such as farmland, woodlands, groundwater, surface water, and historic and cultural resources.
- Providing public services and infrastructure in an economical and efficient manner.
- Protecting public and private investments.

Additional Forms of Zoning

State statutes require communities to administer certain types of zoning as described below:

- **Shoreland zoning**
- **Shoreland-wetland zoning**
- **Floodplain zoning**

Source: UW- Madison Division of Extension



- 1920 - First Wisconsin zoning ordinance created by City of Milwaukee
- 1923 - Zoning upheld by the Wisconsin Supreme Court
- 1929 - Wisconsin Legislature authorizes zoning to regulate all uses in rural areas
- 1933 - Oneida County adopts first comprehensive rural zoning ordinance in the U.S.
- 1966 - Wisconsin Legislature adopts the Water Resources Act
- 1968 - Local governments required to administer minimum shoreland and floodplain zoning regulations
- 1999 - Wisconsin adopts Comprehensive Planning Act and establishes grant program
- 2010 - Zoning must be consistent with a local comprehensive plan

Scope of Work & Organization
















































































- 1) **Review of Current Municipal Code**— Review, familiarize, analyze, and critique Municipal Code Chapter 113- Subdivisions and Chapter 115- Zoning and any other related codes.
- 2) **Review of Comprehensive Plan and other related plans:** The consultant will review the plans, goals, objectives, and recommendations of the comprehensive plan and other related plans identified by planning staff and the steering committee to ensure the new code will be consistent with current planning documents.
- 3) **Public Outreach:** The consultant will provide a public participation plan designed to receive input from community stakeholders, staff, and the public as well as educate and inform them on the process.
- 4) **Analysis and Recommendations.** Provide an analysis of the City's existing code, highlighting its strengths and shortcomings based on the consultant's review of existing code, review of current plans, and community and stakeholder input. Include recommended approach for potential revisions that include best practices/example codes as related to low-carbon sustainable development, form base designs, affordable/attainable housing, missing middle housing, mixed housing integration, parking reductions, multi-modal transportation, performance standards for various uses, equity, accessibility, etc.
- 5) **Documents:** The consultant will prepare drafts of the zoning ordinance for review by staff, the steering committee, and the public culminating in a final version to be acted upon by the City Plan Commission and adopted by the Common Council.

Organization of a Zoning Code

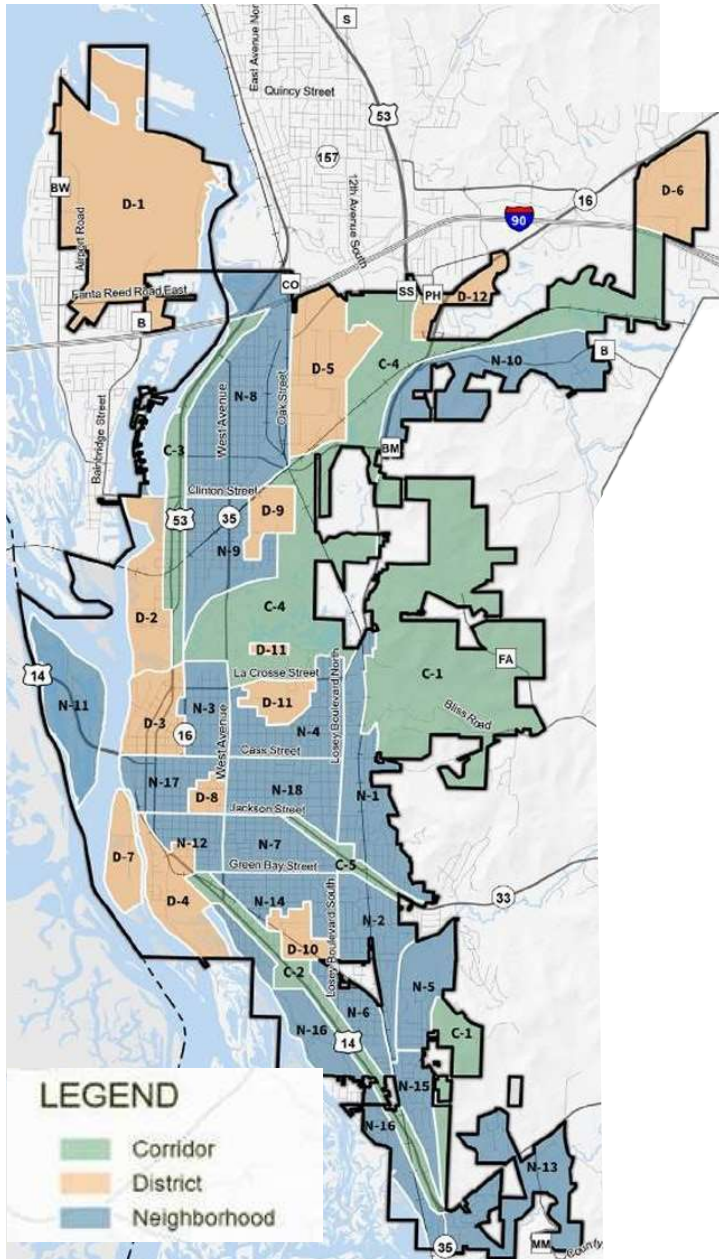
Most zoning ordinances are organized in the following manner:

- **Title, Authority and Purpose**
- **General Provisions**
- **Zoning Districts and Regulations**
- **Zoning Nonconformities**
- **Impact Regulations**
- **Administration and Enforcement**

Schedule

	1	2	2025	4	5	6	7	8	9	10	11	12	13	14	2026	16	17	18	19	20	21	
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
Project Kickoff		 Dec 18																				
P1 Review Plans/Conditions																						
Review Plans & Policies																						
Technical Memo 1																						
Document Conditions																						
Technical Memo 2																						
P2 Analyze & Recommend																						
Diagnose																						
GIS Analysis																						
Technical Memo 3																						
Recommendations																						
Technical Memo 4																						
Annotated Outline																						
P3 Codify & Adopt																						
Districts & Standards																						
Subdivision Regs.																						
Review Draft																						
Final Draft																						
Adoption Process																						
P4 Outreach & Participation																						
Public Meetings																						
Stakeholder Meetings							  				  					  						
Media Company Coord.																						
P5 Meetings & Management																						
Staff Coordination																						
Dept Working Group																						
Steering Committee (PC)																						
Common Council																						
Public Hearing																						

2040 Comprehensive Plan



The **Comprehensive Plan** sets forth the vision of future land uses within the City of La Crosse. Future land use is based on the “Neighborhood, District and Corridor Framework” (NDC), a system devised by the Congress for New Urbanism (CNU).

How does NDC Work? The intent of the NDC model is to encourage walkable, compact communities that are rich with amenities and celebrate the history of the built environment and the preservation of natural features, all while respecting the fabric of communities. NDC proposes three fundamental classifications that organize La Crosse into a mix of uses rather than isolated land uses.

Neighborhoods:

La Crosse neighborhoods have distinct identities, housing characteristics, unique history, and geographic features. They are typically compact, pedestrian-friendly, and mixed-use. Neighborhoods may contain a number of supporting uses and activities that serve residents, such as parks, schools, libraries, small-scale retail, and other services. Neighborhood associations were consulted during the creation of this comprehensive plan to help identify the vision and land uses within La Crosse’s neighborhoods.

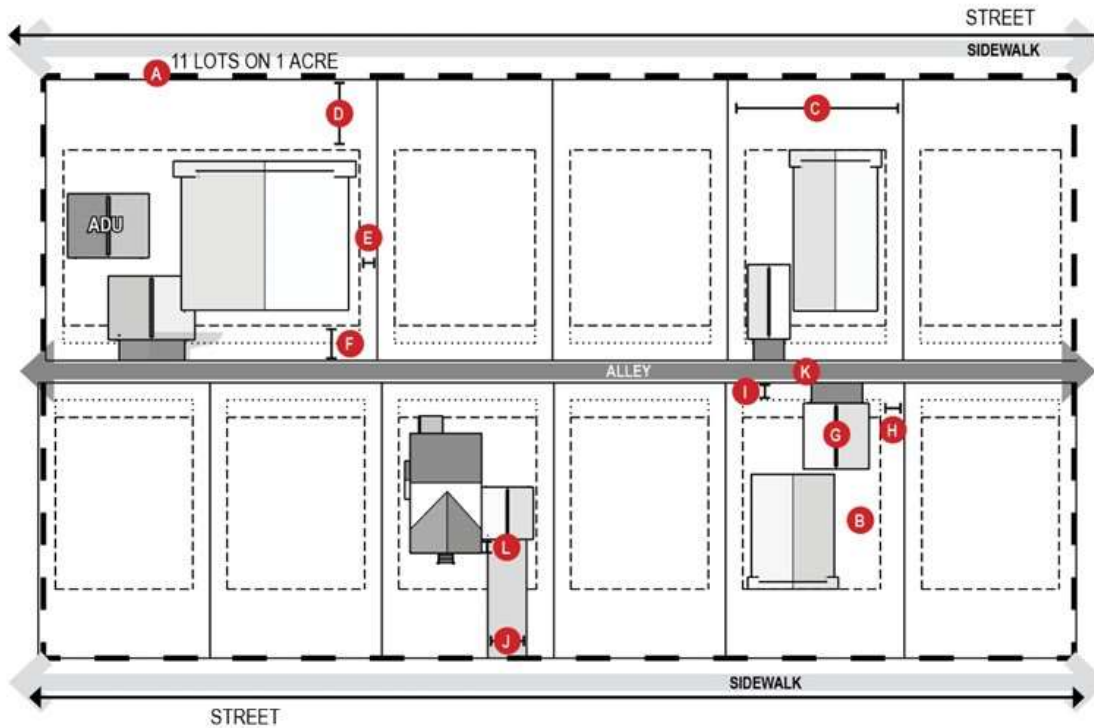
Districts:

Districts are larger areas where the City, property owners, developers, and investors should concentrate business, commercial, and industrial activity and expansion over the next twenty years. Districts may emphasize a special single use or purpose, but may contain a variety of other uses and activities. For example, a shopping district may have primarily commercial uses with a few small-scale industrial uses mixed in. La Crosse’s districts are based on types of dominant uses, include overlapping neighborhoods, and have generally larger geographic extents.

Corridors:

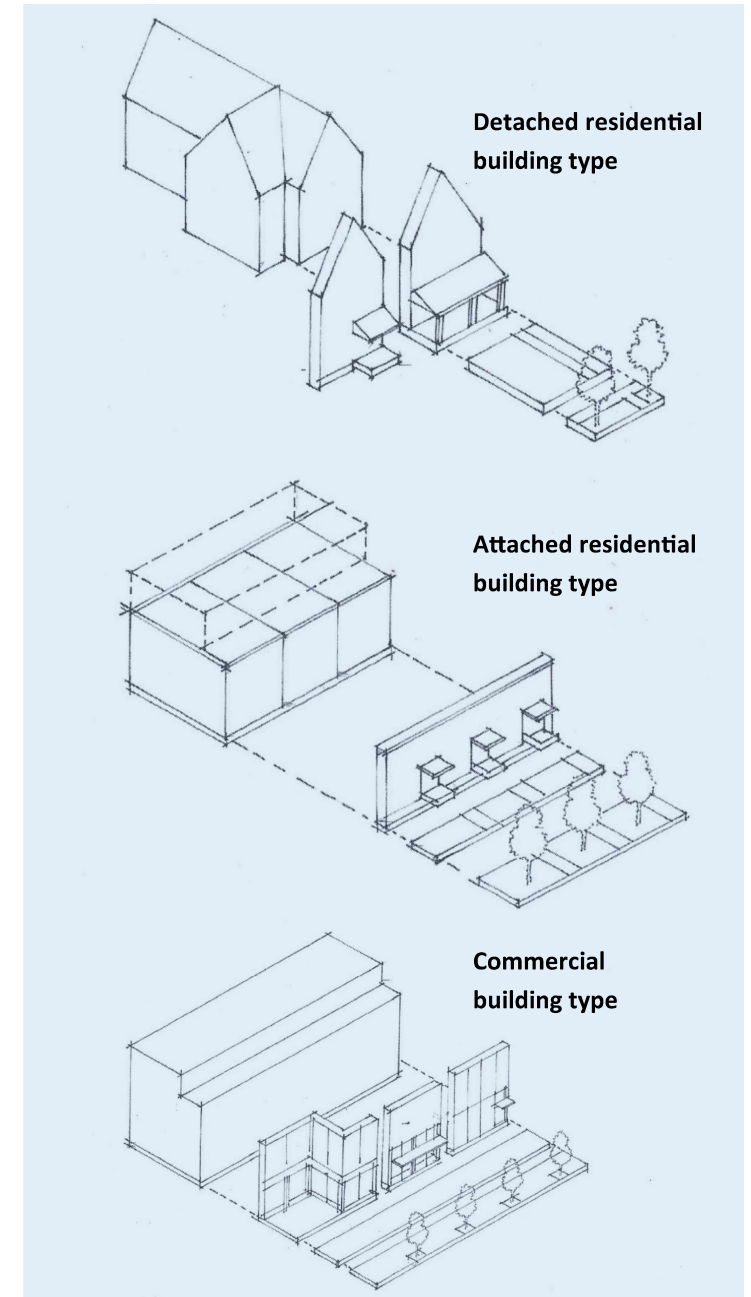
Corridors are linear areas that provide connectivity between the neighborhoods and districts. Corridors can accommodate a variety of land uses, including natural, recreational, and cultural uses. They can range from boulevards and rail lines to rivers and parkways. La Crosse has several major corridors identified based on transportation and environmental features.

Typical Urban Standards



Typical Lot Regulations

- | | |
|------------------------|------------------------------------|
| A: Lot area | G : Accessory building |
| B: Buildable area | H/I: Parking setback |
| C : Lot width | J: Driveway width |
| D : Front yard/setback | K: Alley width |
| E: Side yard/setback | L: Garage stepback from main house |
| F : Rear yard/setback | |

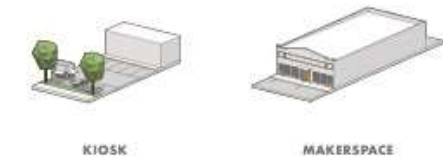


Possible Housing Types

HOUSE HACKS
Entrepreneurial adaptations to an existing home that diversify housing options or generate an income.



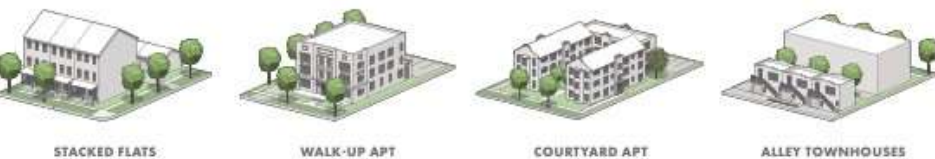
COMMERCIAL INCUBATION
Low-cost ways to grow and validate an early-stage business.



COMPACT SINGLES
One-unit dwellings that fit on small infill lots alone or in combination with other buildings.



MIDDLE HOUSING
Multi-unit residential buildings that blend well with detached homes.



NEIGHBORHOOD NODE
Walkable neighborhood destinations like corner stores and workspaces, 1-3 storeys, mixed-use or commercial.



COMBO
Creative tactics or building combinations that solve for a common development scenario.



STEP BUILDINGS
Small-scale
Time-enhanced
Entrepreneurial
Purposeful

Designed by GreenSource and the
Incremental Development Alliance

Subdivision of Land

Much of the form and character of a community is determined by the design of subdivisions and the standards by which they are built. State statutes regulate the technical and procedural aspects of dividing land for development and provide minimum standards for subdivisions related to sanitation, street access and layout. Among its many purposes, land division regulations can help a community to:

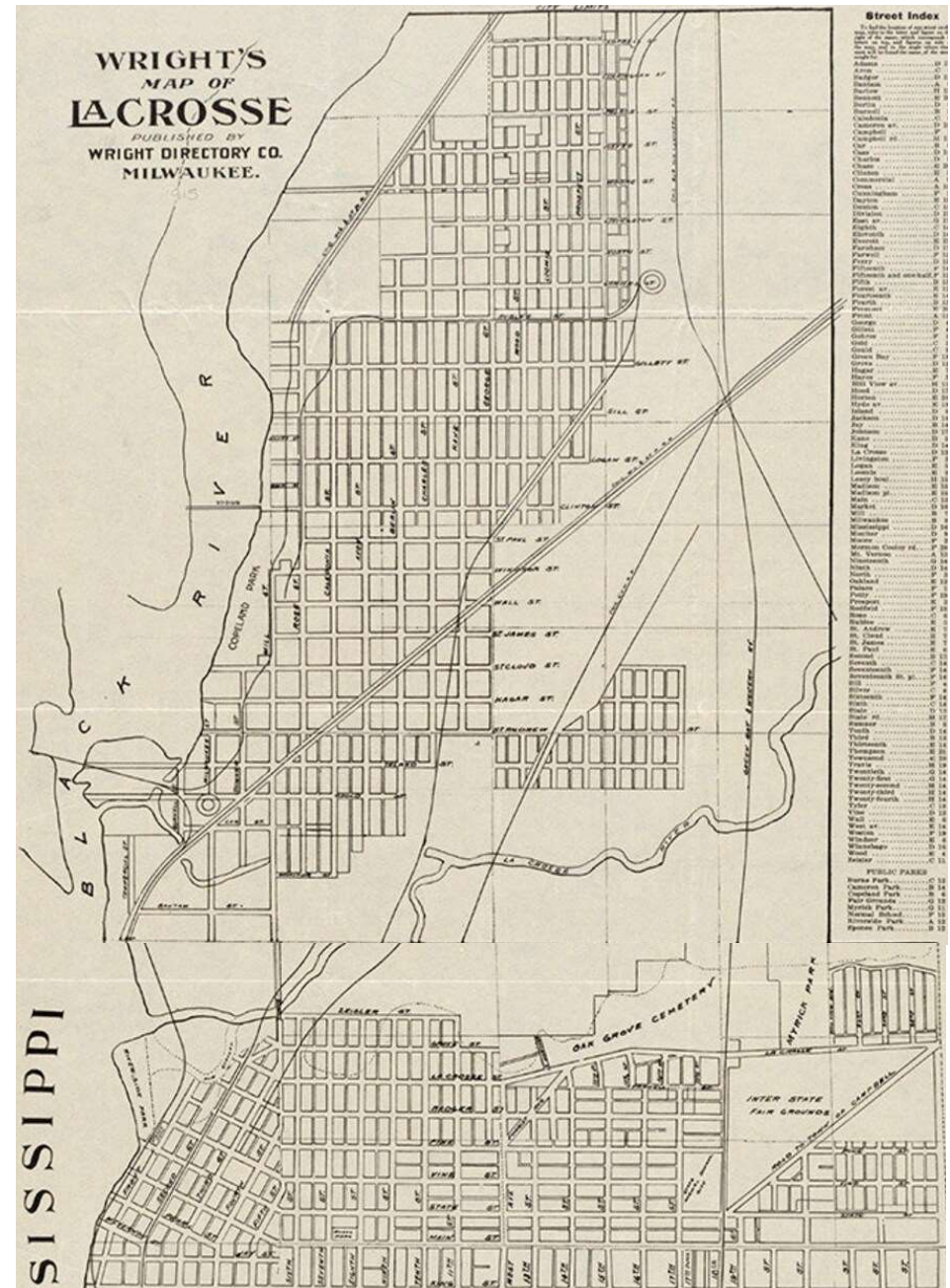
- Address health and safety issues such as stormwater runoff and emergency access.
- Ensure new development is adequately served by public facilities such as roads and parks.
- Provide for the efficient placement and delivery of public services and facilities.
- Promote neighborhood designs that meet the needs of residents.
- Ensure accurate legal descriptions of properties.
- Avoid disputes regarding the sale, transfer or subdivision of land.
- Protect other community interests outlined in a comprehensive plan or local ordinance.

State Defined “Subdivision” – a division of a lot, parcel or tract of land by the same owner that creates 5 or more parcels or building sites of 1½ acre or less, or successive divisions of land by the same owner within a five year period that result in 5 or more parcels of 1½ acre or less.

Wis. Stat. § 236.02(12)

Local “Land Division” – local ordinances may be more restrictive than the state definition with regard to the number or size of lots regulated. This publication will generally use the term “land division” to refer to all such developments.

Wis. Stat. § 236.45



Contact Information



City of La Crosse City Hall

400 La Crosse St
La Crosse, WI 54601

Contact Us

info@forwardlacrosse.org
(608) 789-7512
www.cityoflacrosse.org



**Housing Week
Pop-ups**



**Community
Survey #1**



**Project
Website**



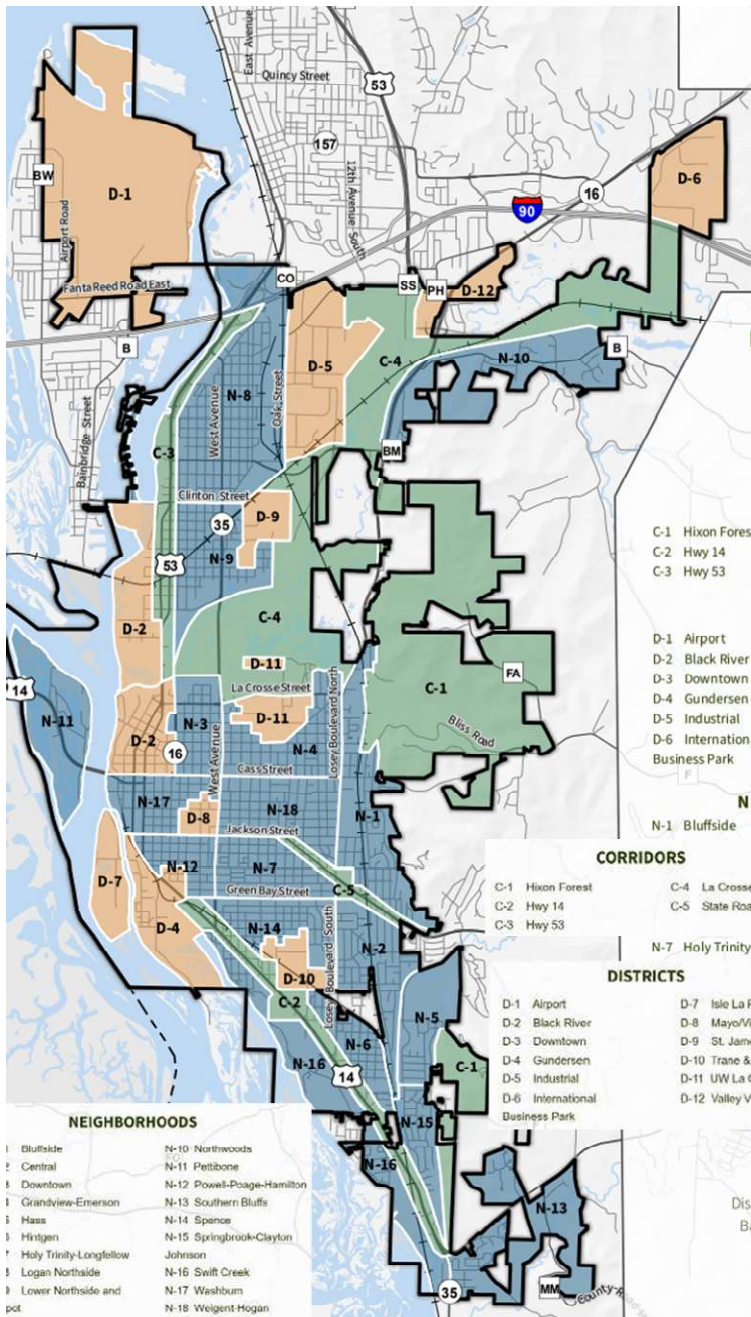
Workshops

Built Form Study | Corridors

Based on the Comprehensive Plan NDC framework, the Built Form Study samples the typical development pattern for each of the neighborhoods, districts and corridors as identified in the comp plan to better understand the physical dimensions of building type, site plan, street frontage and block pattern as well as other conditions.

Corridors

- C-1 thru C-5
- C-1 Hixson Forest and C-4 La Crosse Marsh not included



Built Form Study | Plate C-2: Highway 14

NDC Framework: Corridor



Urban Pattern



Built Form Examples

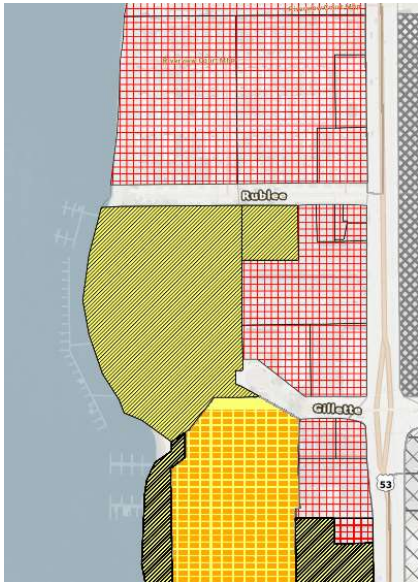
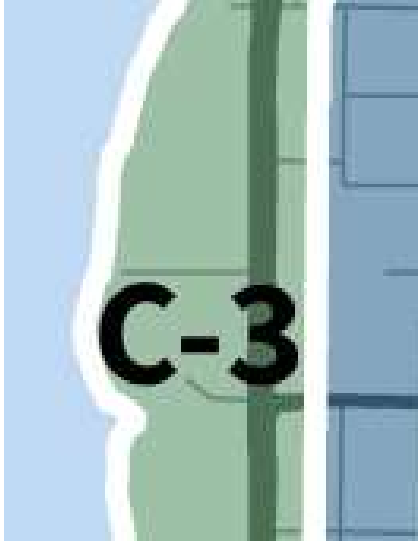


Notes

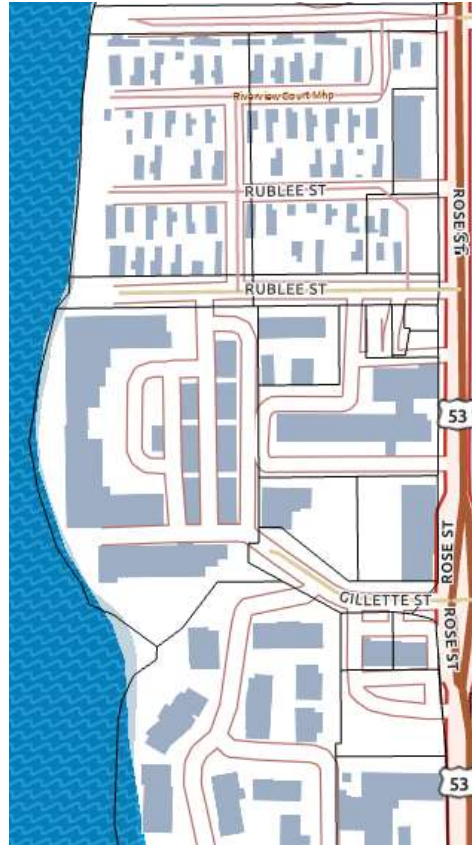
- Existing zoning: C2 Commercial
- Character area: Commercial Corridor
- Key intersection: US-14 & Ward Ave/S East Ave
- Parcel pattern: Large irregular lots fronting US-14 & Ward Ave/S East Ave
- Scale: Standalone 1-story commercial structures
- Yards: Deep setback for commercial buildings; large surface parking lots
- Parking: several surface lots front onto Hwy 14 and Ward Ave/S East Ave
- Materials: Brick, metal panel, glass
- Street: US-53 has 85-foot ROW with 9-foot sidewalk on both sides, 5 lanes including two-way left-turn lane in center; Ward Ave/S East Ave are 90-100 feet in width
- Service Drive:

Built Form Study | Plate C-3: Highway 53

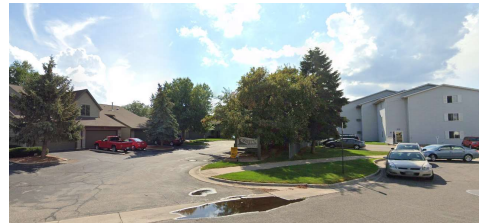
NDC Framework: Corridor



Urban Pattern



Built Form Examples



Notes

- Existing zoning: C2 Commercial, R5 Multiple Dwelling, PD Planned Development
- Character area: Urban mixed
- Key intersection: US-53 & Gillette St
- Parcel pattern: Irregular lots fronting US-53 and side streets
- Scale: 1 story manufactured homes and retail, 2 story hotels, townhomes; multi-family buildings
- Yards: Shallow setbacks fronting US-53 with parking behind or beside buildings, shallow setbacks between manufactured homes
- Parking: Surface lots for commercial along US-53, wide roads with street parking for manufactured homes
- Materials: Wood siding, masonry, metal structure
- Street: US-53 has 90-foot ROW with 9-foot sidewalk on both sides, 5 lanes including two-way left-turn lane in center; Riverview Court roads are 40 feet in width
- Service Drive: n/a

Built Form Study | Plate C-3.1: Highway 53

NDC Framework: Corridor



Urban Pattern



Built Form Examples

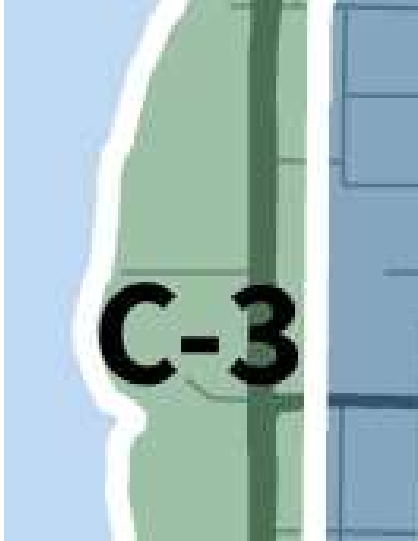


Notes

- Existing zoning: C2 Commercial, C1 Local Business
- Character area: Commercial corridor
- Key intersection: US-53 & W George St
- Parcel pattern: Large lots fronting US-53
- Scale: 1 story strip mall and standalone commercial buildings; commercial structures tend to have flat roofs and tall pylon signs along highway
- Yards: Deep setback for commercial buildings; large surface parking lots with buildings set behind
- Parking: Several large surface lots front onto US-53 or W George St
- Materials: Brick, lap siding (vinyl and wood), glass
- Street: 150-foot ROW with 6-10 foot sidewalk on both sides; US-53 has grassed boulevards and 7 lanes (including turn lanes); W George St has paved median and island for pedestrian crossing
- Alley/Service Drive: Service drive behind strip mall, built around existing Badger Hickey Park (see image)

Built Form Study | Plate C-3.2: Highway 53

NDC Framework: Corridor



Urban Pattern

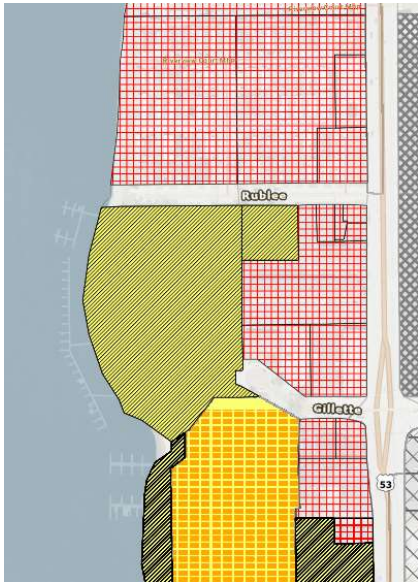


Built Form Example



Notes

- Existing zoning: R5 Multiple Dwelling,
- Character area: Modular neighborhood
- Key intersection: US-53 & Gillette St
- Parcel pattern: Irregular lots fronting US-53 and side streets
- Scale: 1 story manufactured homes
- Yards: Shallow setbacks with parking behind or beside buildings, shallow setbacks between manufactured homes
- Parking: wide roads with street parking for manufactured homes
- Materials: metal siding
- Street: US-53 has 90-foot ROW with 9-foot sidewalk on both sides, 5 lanes including two-way left-turn lane in center; Riverview Court roads are 40 feet in width
- Service Drive: n/a

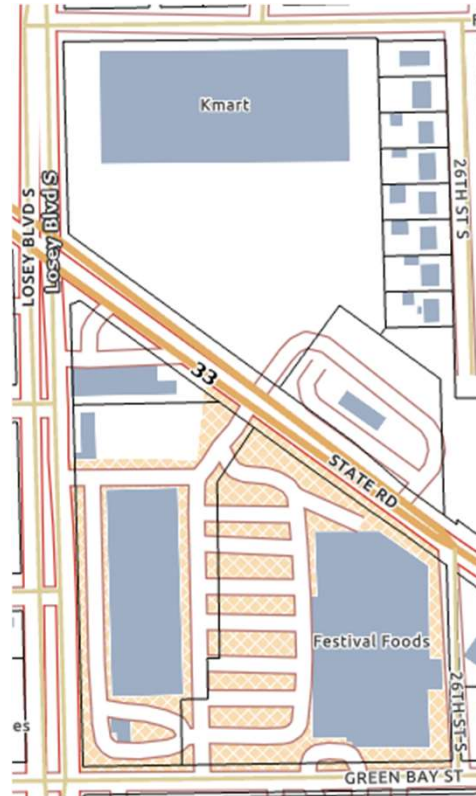


Built Form Study | Plate C-5 : State Rd

NDC Framework: Corridor



Urban Pattern



Built Form Examples



Notes

- Existing zoning: C2 Commercial, PD Planned Development, C1 Local Business, & R1 Single Family
- Character area: Commercial Corridor
- Key intersection: State Rd & S Losey Blvd
- Parcel pattern: Large irregular lots fronting State Rd & S Losey Blvd
- Scale: 1-story in-line commercial and standalone buildings
- Yards: Deep setback for commercial buildings; large surface parking lots
- Parking: Several surface lots front onto State Rd and S Losey Blvd
- Materials: Brick, glass, common masonry
- Street: State Rd has 85-foot ROW with 9-foot sidewalk on both sides, 4 lanes with left-turn lanes in both directions at intersection; S Losey Blvd is 100 feet in width and has 6-foot sidewalk on both sides, 4-lanes including occasional left-turn lanes in both directions
- Service Drive: rear & front loaded



Memo 2

To: City of La Crosse
From: MSA Zoning Code team
Subject: Diagnostic Summary
Date: February 21, 2025 (Residential Districts: pages 1-4)
Date: March 25, 2025 (Commercial & Industrial Districts; Subdivision Regulations: pages 5-9)

The La Crosse Zoning Code is found in Chapter 115 of the Municipal Code and is defined by seven articles and contains the following:

- A total of 211 pages
- 21 districts and 2 overlay districts
- Definitions, penalties, administration, appeals and amendments are found in Articles I and II
- District regulations are found in Article IV; dimensional standards that apply for each district begin on page 26.
- Overlay regulations are defined in Article V.
- A generous list of conditional uses is defined in Article VI that covers 23 pages of address additional standards and regulations. We will provide an additional analysis just focused on conditional uses.
- Article VII cover supplemental regulations including design standards for multi-family housing and commercial uses and the traditional neighborhood development (section 115-403).
- Generally, urban standards (and dimensional requirements) are written out in extended sentences and are often difficult to follow.
- It seems, in general, that most of the residential districts share dimensional standards and regulations subject to different time periods, going back to the 1938 edition of the code.
- The word 'special' is used in the title for the R-3 and R-6 districts but it isn't clear exactly what this means or designates.

Residential

A high level review of the R districts follows; titles are spelled out as they appear in the body of the code.

Agriculture (A-1) and Exclusive Agriculture (EA) Districts

The code includes an Agricultural district and an Exclusive Agricultural district. The A-1 district's purpose is to act as a preserve for future urban development. The Exclusive Ag district is intended to preserve lands for food and fiber production. In either case not many areas/parcels zoned are A-1 or EA; it appears the only active agricultural use is in the southern part of the city along Old Town Hall Rd.

R1 District

Unlike the A-1 and EA districts, the R1 district does not include a direct purpose statement. The R1 Single Family district does allow two-family dwellings provided they were in existence on September 13, 1984 with an odd requirement that a new two family dwelling can replace an existing two family dwelling if it is limited to 2 bedrooms in each unit; no additional bedrooms can be added in any case.

There is no direct mention of lot area and dimensional standards except for the reference to the 'Residence District' (this is a reference to the 1938 zoning code which included two residential districts: Residence and Multiple Dwelling) - apparently this is assumed to refer to the R2 District and these standards apply to R1.

Language and requirements like the following paragraph will need to be resolved regarding the uses in the R1 district:

- *Two or more family dwellings provided that such were in existence on April 10, 1997, have not discontinued the number of dwelling units for a period of 12 months or more, and are located within the area bounded by 9th Street-Farnam Street-east-west alley north of Green Bay Street-West Avenue, and provided further that such two or more family dwellings may be replaced by another two or more family dwellings as long as such replacement shall not contain more units or bedrooms than existed on April 10, 1997 and other applicable building and zoning code requirements for the R-1 District are met.*

R2 District

Like the R1 District, the R2 District does not have a specific purpose statement. It allows two family dwellings but only if they contain no more than three bedrooms per unit. It allows churches that were in existence on August 10, 1989. As in other districts, language makes multiple references to specific dates in time that provide a threshold for permitted uses.

Language and requirements like this this will need to be resolved regarding the uses in the R1 district:

- *The side yard regulations in subsections (3)a. and b. of this section shall apply to all lots including corner lots, except that in the case of a reversed corner lot which faces intersecting streets, the side yard on the street side of such reversed corner lot shall have a width of not less than 50 percent of the front yard depth required on the lots in the rear of such reversed corner lot, and no accessory building on such reversed corner lot shall project beyond the front building line of the lots in the rear of such reversed corner lot; provided, however, that this regulation for reversed corner lots shall not have the effect of reducing the buildable width for the main building to less than 26 feet, or for an accessory building to less than 20 feet, on any lot of record August 27, 1938.*

R3 Special Residence District

This district is meant to allow single family, two-family and up to four or more dwellings provided they were in existence on April 10, 1997. Lot and dimensional standards are the same or similar to R1 and R2.

Standards for yards are laboriously overwritten (similar to R1 and R2) and difficult to interpret in a single reading. These will benefit from summary and simplification:

- a. *On every lot in the Special Residence District, there shall be two side yards, one on each side of the building, and except as hereinafter provided, neither of such side yards shall be less than six feet in width, and provided further that for any main building other than a one-family dwelling neither of such side yards shall be less than seven feet in width, except that lots occupied by each attached dwelling unit which is located within a single structure, which is attached along a lot line which is approximately perpendicular to the street right-of-way line, shall not be required to meet this requirement other than the outer side yards of the structure in which the two attached dwelling units are located shall not be less than seven feet in width.*
- b. *On any lot having a width of less than 44 feet, and of record on August 27, 1938, the width of no side yard shall be less than that heretofore prescribed less one-fourth foot for each foot said lot is less than 44 feet in width; provided further, however, that no side yard shall be less than four feet in width in any case.*
- c. *The side yard regulations in subsections (2)a and b of this section shall apply to all lots including corner lots, except that in the case of a reversed corner lot which faces intersecting streets, the side yard on the street side of such reversed corner lot shall have a width of not less than 50 percent of the front yard depth required on the lots in the rear of such reversed corner lot, and no accessory building on such reversed corner lot shall project beyond the front building line of the lots in the rear of such reversed corner lot; provided, however, that this regulation for reversed corner lots shall not have the effect of*

reducing the buildable width for the main building to less than 26 feet, or for an accessory building to less than 20 feet, on any lot of record August 27, 1938.

Low Density Multiple Dwelling District (R4)

This district is shown as the R4 district on the map but is not titled as that in the body of the code and allows multiple dwelling buildings that contain more than 4 units. Similar to the other R districts language and standards regarding lot area and yards are very overwritten and can benefit from simplification and more direct language.

Multiple Dwelling District (R5)

This district is “nested” into the R4 and thus any use allowed in R4 is permitted in this district. Uses include boarding house, room houses, fraternities and sororities (occupied by less than 6 persons). Height is allowed up to 55 feet and may exceed this per section 115-390 (Art. VII Supplemental Regulations).

R-6 Special Multiple Dwelling District

This district is “nested” into the R5 and thus any use allowed in R5 is permitted in this district. Uses include boarding house, room houses, fraternities and sororities (occupied by less than 6 persons). Height is allowed up to 55 feet and may exceed this per section 115-390 (Art. VII Supplemental Regulations).

Washburn Neighborhood District (R-7)

The purpose of the district is to encourage people to work and live in the City of La Crosse and will encourage single family dwellings. The district standards and regulations are “nested” in the R1 district (but excludes section 114-142(a) (10). A unique condition in this district is the requirement of Architectural Control that is to encourage physical development to a higher degree of aesthetic satisfaction per approval of the Design Review Board.

MEMO

March 18, 2025/rev March25, 2025

Map Diagrams

In a separate document we reviewed lot sizes for R-1, R-2, R-3 and the Washburn zoning districts based on the threshold of 5000 sf, lots that fall between 5000 -7200 sf and lots over 7200 sf. Lots under 5000 sf are shown in red and based on how the districts are defined many of these lots, we assume, were platted in 1938 or earlier so are not technically nonconforming. Nevertheless there is a distinct pattern (and a significant number) of smaller lots that seem to be functioning well today. More analysis is needed which will help determine how best to define standards.

R-1 = 10,833 Parcels

>7,200 sqft = 4,878 Parcels (45%)

5,000-7,200 sqft = 4,454 Parcels (41%)

<5,000 sqft = 1,501 Parcels (13.9%)

R-2 = 1,298 Parcels

>7,200 sqft = 504 Parcels (38.8%)

5,000-7,200 sqft = 522 Parcels (40.2%)

<5,000 sqft = 272 Parcels (20.9%)

R-3 = 4 Parcels

>7,200 sqft = 1 Parcel (25%)

5,000-7,200 sqft = 2 Parcels (50%)

<5,000 sqft = 1 Parcel (25%)

Washburn Neighborhood District = 451 Parcels

>7,200 sqft = 185 Parcels (41%)

5,000-7,200 sqft = 111 Parcels (24.6%)

<5,000 sqft = 155 Parcels (34.4%)

R-4 = 169 parcels

>7,200 sqft = 68 (40.2%)

5,000-7,200 sqft = 68 (40.2%)

<5,000 sqft = 33 (19.6%)

R-5 = 941 parcels

>7,200 sqft = 592 (62.9%)

5,000-7,200 sqft = 159 (16.9%)

<5,000 sqft = 190 (20.2%)

R-6 = 117 parcels

>7,200 sqft = 65 (55.6%)

5,000-7,200 sqft = 11 (9.4%)

<5,000 sqft = 41 (35%)

Total = 13,813

<5,000 sqft = 2,193 (15.8%)

Commercial Districts

There are three (3) commercial districts that are closely related to each other relative to dimensional standards, with distinctions for building heights and certain uses.

- Local Business: C-1
- Commercial District: C-2
- Community Business: C-3

The code is written to identify uses that are not allowed in the C-1; and C-2 and C-3 are written that list what uses are allowed. It appears that the Local Business District (C-1) provides the basis for most commercial uses in the city; any use in this district is also permitted in the Commercial District (C-2). The Community Business (C-3) district is mostly focused on blocks and parcels in the downtown area and includes a more narrow range of uses. All of the commercial districts allow some type of residential use and appear to rely on bulk standards based in the Residence (clarified to refer to the current R2 District) and Multiple Dwelling (the R-5 District) districts.

Conditional uses are coded in Article VI; we will provide an additional analysis just focused on conditional uses.

Local Business C-1

Despite its title this district regulates a broad range of uses throughout the city and also provides the basis for allowed uses in the Commercial district (C-2). The title, which dates back to the 1938 code, may have regulated smaller size commercial parcels and allowed uses more related to neighborhoods in the city at a point in history. Among the dimensional standards are references to 'outer' and 'inner' courts, a very specific outdoor space that we have not found a local example of from our current analysis.

Commercial District C-2

This district functions as the general and 'highway' commercial district throughout the city and as such regulates a wide range of commercial buildings from enclosed malls to small franchise operations to less intensive uses surrounding the downtown core. It regulates large commercial areas like Valley View Mall, in-line and shopping center uses along Hwy 53, commercial uses along Hwy 61 and a number of blocks and partial blocks surrounding the downtown core. The language, unlike language in the C-1 district, defines uses that are allowed. Like the Local Business District, C-2 defines regulations for 'outer' and 'inner' courts as well as residential uses.

Community Business C-3

This district is mainly concentrated on the downtown core that is defined by walkable streets, urban storefronts, on-street and structured parking as well as a mix of uses including historic districts and properties.

Page 41 of the code under 'Vision Clearance' refers to properties in the Central Business District (capitalized) and defines a specific boundary (Cameron Ave, Mississippi River, La Crosse St and Sevent St) but there is no Central Business District in the code or zoning map. This appears to be a generic reference but it's capitalized spelling is confusing.

Industrial

There are two industrial districts, Light M-1 and Heavy M-2, both of which operate from a similar set of uses. Both of these districts declare particular uses that are not allowed as a distinction for what is allowed. The Heavy Industrial district includes a majority of the land mapped; Light Industrial zoning tends to be smaller lots and parcels in discrete locations.

Other Districts

- Public utility (Sec. 115-154) – a very few specific locations
- Parking (Sec. 115-155) – mainly focused on downtown but this district is not mapped
- Planned Development (Sec. 115-156) – strategic locations throughout the city that requires a minimum 2 acre site; a recent example is the River North development.
- Public and Semi-Public (Sec. 115-157) -large parts of the city are zoned including the airport and parts of Barron Island.
- Conservancy (Sec. 115-158) – this district covers one of the largest land areas of the city including wetlands, marshes, lakes, waterways and bluffs.
- Traditional Neighborhood Development (Sec. 115-403) – this district is located in Article VII Supplement Regulations and regulates compact traditional mixed use development pattern. This is no minimum acreage for this district and no requirements for lot dimensional standards.

Overlay Districts (Article V)

- Neighborhood Center (Sec. 15-185) – there is one district defined in the code for this overlay, located in the Logan Northside neighborhood but it is not officially mapped.
- Floodplain (Div. 2: Sec. 115-207)
- Historic Zoning Overlay (Div. 3: Sec 115-313) – contains an abundance of requirements and regulations related to the city's historic districts and properties. Design standards are very specific about renovation, rehabilitation and demolition for each historic district.

Attachments

Attachment 2.1 - Summary Table of Dimensional Standards (in-progress)

Attachment 2.1: Summary of Dimensional Standards (in progress)

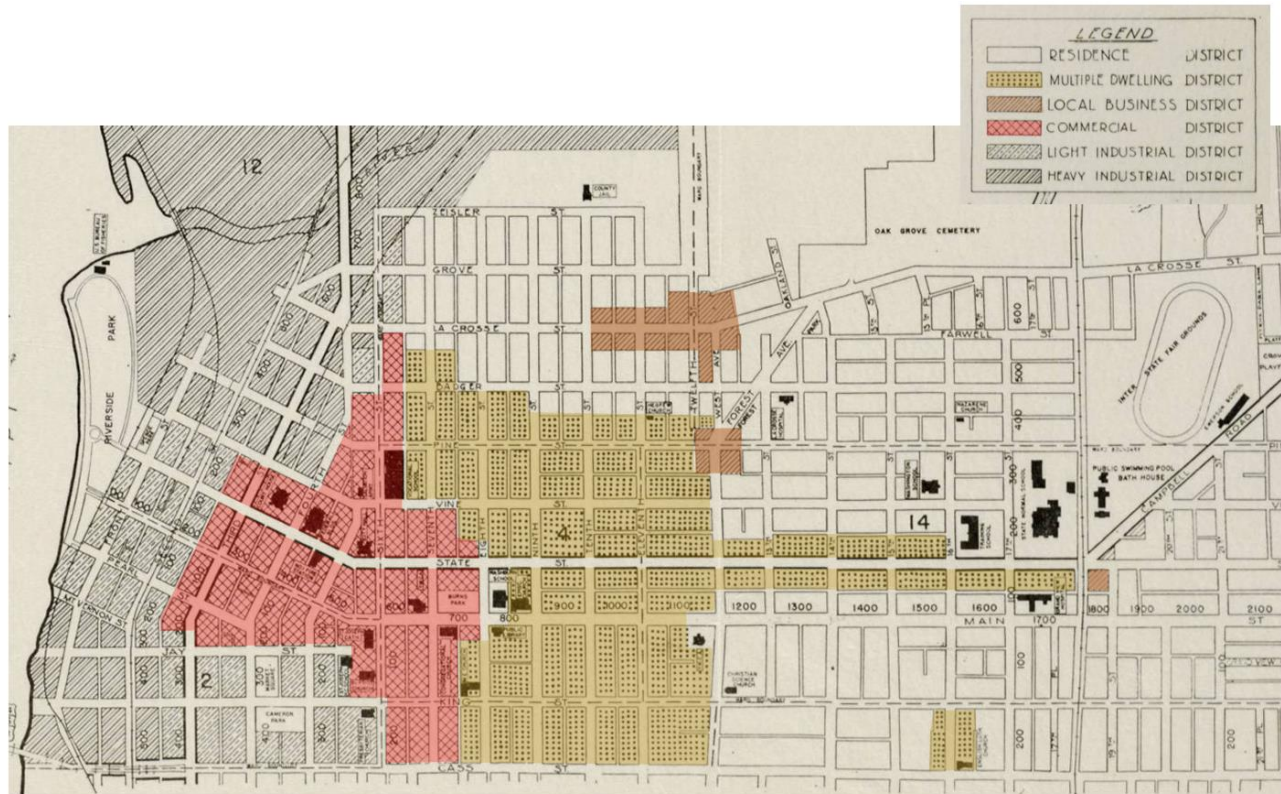
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MEMO

March 18, 2025/rev March25, 2025

Attachment 2.2 Historic Zoning Map

Attached is part of the zoning map from 1938 that shows the very simple zoning organization of industrial, commercial, multi-family and single family zoning districts. This simplistic approach may have some benefits as we continue to consider regulations and how best to apply them.



Chapter 113 Subdivisions

The Subdivisions chapter covers 23 pages spelled out over four Articles:

- Article I, In General – includes definitions, purpose, intent, compliance, jurisdiction, improvements, fees and a few other administrative rules;
- Article II, Platting – includes Div. 1 Generally, Div. 2 Preliminary Plats, Div. 3 Final Plats;
- Article III, Design Standards – includes street arrangement, street design standards, blocks, lots, easements, public open space, etc;
- Article IV Required Improvements – includes grading, surfaces, curb & gutter, sidewalks, stormwater, other utilities, etc.

Some highlights:

- Cul de sac streets to be no less than 500 ft long.
- A reference to 'green complete streets'; must be reviewed by City Traffic Engineer, City Engineer, City Planner and approved by the Board of Public Works prior to any preliminary or final plat. More detail is found in Chapter 40 Street and Sidewalks.
- Blocks shall not be less than 500 ft long and no longer than 1200 ft long (with exceptions) (as an example the Riverpoint North Planned Development District street and block layout do not meet these standards and this may also conflict with the purpose and intent of the TND ordinance).
- Mid block crossings are required for a street if over 900 ft in length
- Regarding access every lot shall not be less than 60 ft wide and lot depth should not be less than 100 ft.
- Street names must refer to the use of 'courts', 'places' or 'lanes' in certain conditions.
- Local Residential Streets shall have a pavement width of 36 ft.
- Street trees shall be planted at least one per every 50 ft on all streets to be dedicated.
- Reference is made to 'Confluence The La Crosse Comprehensive Plan' (Dec. 2002).
- Plat shall be prepared on tracing cloth or paper of good quality – state statutes (WI 236.12) refer to submitting an electronic copy.



DRAFT - City of La Crosse Zoning Code Update

Community Survey #1

Zoning is a powerful tool that significantly impacts our daily lives, from the streets we travel on to the buildings we live in and the parks we enjoy. However, zoning regulations can often be confusing and impose barriers to necessary community changes.

Forward La Crosse Zoning Code Update is a collaborative initiative aimed at rewriting the city of La Crosse's Zoning Code and Subdivision Ordinance. The update aims to modernize regulations to better reflect current community needs and growth patterns.

This survey is one of many opportunities for you to provide feedback and influence the new code. Please take a few moments to share your thoughts by completing this quick 10-minute survey.

Learn more about the planning process and get updates at <https://forwardlacrosse.org/>

1. What is your age?

☐ Under 18

☐ 45-54

☐ 18-24

☐ 55-64

☐ 25-34

☐ 65+

☐ 35-44

☐ Prefer not to answer

2. How do you identify your race and/or ethnicity? Select all that apply.

- ☐ Native American/Alaska Native
- ☐ Asian/Asian American
- ☐ Black/African American
- ☐ Hispanic/Latino
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Prefer not to say
- ☐ Other, or prefer to self-describe:

* 3. Do you own or rent property in the City of La Crosse? Check all that apply.

- ☐ I'm a renter
- ☐ I own my home (owner-occupied)
- ☐ I own rental property (landlord)
- ☐ Other (please specify)



DRAFT - City of La Crosse Zoning Code Update

4. How long have you lived in the City of La Crosse?

☐ Less than a year

☐ 11-20 years

☐ 1-5 years

☐ 21+ years

☐ 6-10 years

☐ I do not live in La Crosse.

5. How long have you lived in your current residence?

☐ Less than a year

☐ 11-20 years

☐ 1-5 years

☐ 21+ years

☐ 6-10 years

☐ Other (please specify)

6. In what type of dwelling do you live?

- ☐ Detached (single-dwelling) home
- ☐ 2-unit Building or Duplex
- ☐ 3-4 unit Building
- ☐ 5-19 unit Building
- ☐ 20+ unit Building
- ☐ Accessory Dwelling Unit (secondary unit in or outside of the principal structure)
- ☐ Shelter/transitional facility
- ☐ Assisted living/other group facility
- ☐ Unhoused
- ☐ Other (please specify)

7. How do the members of your household park their personal vehicles at your residence?

- ☐ I don't own a vehicle.
- ☐ Outside in a parking lot or driveway.
- ☐ Inside a garage structure.
- ☐ On the street.
- ☐ Some vehicles are parked inside a garage and others are parked outside in a driveway, parking lot, or on the street.
- ☐ Other (please specify)



DRAFT - City of La Crosse Zoning Code Update

8. Do you think La Crosse has enough of the following housing types?

	Not enough	Right amount	Too much
Freestanding single-dwelling houses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Two-unit building (Twinhome/Duplex)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3-4 unit building (Triplex/Quadplexes)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Townhomes/Row housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Multi-building complex (multiple 3-19 unit buildings in a group or cluster on one property)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Apartment/condo building with 4-19 units	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Apartment/condo building with 20+ units	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Units above commercial uses (mixed-use buildings)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

9. Share how you feel about the following statements regarding new **large (20+ unit) residential buildings**.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Create screening when adjacent to lower-intensity residential uses.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide outdoor common areas for the residents.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Be situated closer to the street than they typically are today.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maximize the use of the lot area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Locate parking in well-screened areas behind the building or in a garage structure.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Meet pedestrian-friendly neighborhood standards for building entrance locations, landscaping, and frontage features such as patios and seating, ample windows, overhangs and awnings, architectural details, etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Set back the top stories of the building to better improve compatibility with surrounding neighborhoods.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

10. Share how you feel about the following statements regarding **low-density residential uses (free-standing house, duplex, triplex, fourplex)**.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Entrances should face the street and have front porches or covered entries.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Side entry garages look better than front entry garages.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
It is acceptable for a garage to be the prominent feature of a residence from the street.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alleyways should be incorporated in new subdivisions for garage access.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
An Accessory Dwelling Unit (secondary unit in or outside of the principal structure) is acceptable on a property.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Limits should be placed on impervious surfaces such as pavement.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



DRAFT - City of La Crosse Zoning Code Update

11. Share how you feel about the following statements.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Neighborhoods should incorporate small retail, food, and service businesses.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Neighborhoods should incorporate a range of housing types, sizes, and price points.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Neighborhood design should emphasize and enable people to safely and enjoyably meet most of their needs within a 15-minute walk or bike (employment, recreation, services, grocery, school, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Proximity between homes and services/retail is	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

important.

Proximity to parks and open spaces is important.

☐☐☐☐☐

New development must promote environmental stewardship through environmentally friendly design practices.

☐☐☐☐☐

It is easy to find parking in the downtown within three blocks of my destination.

☐☐☐☐☐



DRAFT - City of La Crosse Zoning Code Update

12. Select your top THREE property regulations that you are most concerned about.

- | | |
|--|--|
| <input type="checkbox"/> No specific concerns / Not sure | <input type="checkbox"/> Frontages / Streetscape |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Stormwater / Green Infrastructure |
| <input type="checkbox"/> Building Height | <input type="checkbox"/> Exterior Lighting |
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Noise / Nuisances |
| <input type="checkbox"/> Building Setbacks | <input type="checkbox"/> Large Retail Sites |
| <input type="checkbox"/> Incompatible Uses | <input type="checkbox"/> Drive-through Businesses |
| <input type="checkbox"/> Building Design Standards | <input type="checkbox"/> Property Maintenance / Upkeep |
| <input type="checkbox"/> Other (please specify) | |

13. In your experience, La Crosse's zoning code is:

- ☐ Too restrictive
- ☐ Fair
- ☐ Too flexible
- ☐ Not sure- no experience

14. How informed do you feel about zoning decisions and their potential impact on your neighborhood?

- ☐ Very
- ☐ Neutral
- ☐ Not at all
- ☐ Not sure - no experience

15. Have you been involved in zoning discussions or decisions affecting your neighborhood?

- ☐ Yes
- ☐ No
- ☐ Not sure

16. How concerned are you about environmental risks and hazards in your neighborhood?

- ☐ Very
- ☐ Neutral
- ☐ Not at all
- ☐ Not sure

17. Any other comments about anything related to existing or future developments in La Crosse or the current zoning code?

Thank you for your time and valuable feedback!

To learn more about the project and get involved, visit <https://forwardlacrosse.org/>



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- 7) Building Types
- 8) Neighborhood, District & Corridor Framework
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Introduction



Zoning is one of the most common methods of land use control used by local governments. Zoning works by defining a community into districts, regulating uses that are allowed within those districts, and prescribing allowable dimensions such as lot sizes, setbacks and building height. Zoning can help a community to achieve goals outlined in a comprehensive plan including:

- Protecting public health, safety and general welfare.
- Promoting desirable patterns of development.
- Separating incompatible land uses.
- Maintaining community character and aesthetics.
- Protecting community resources such as farmland, woodlands, groundwater, surface water, and historic and cultural resources.
- Providing public services and infrastructure in an economical and efficient manner.
- Protecting public and private investments.

Local governments in Wisconsin decide for themselves whether or not to adopt general zoning, also known as comprehensive zoning. Authority to adopt general zoning is outlined in state statutes and summarized below:

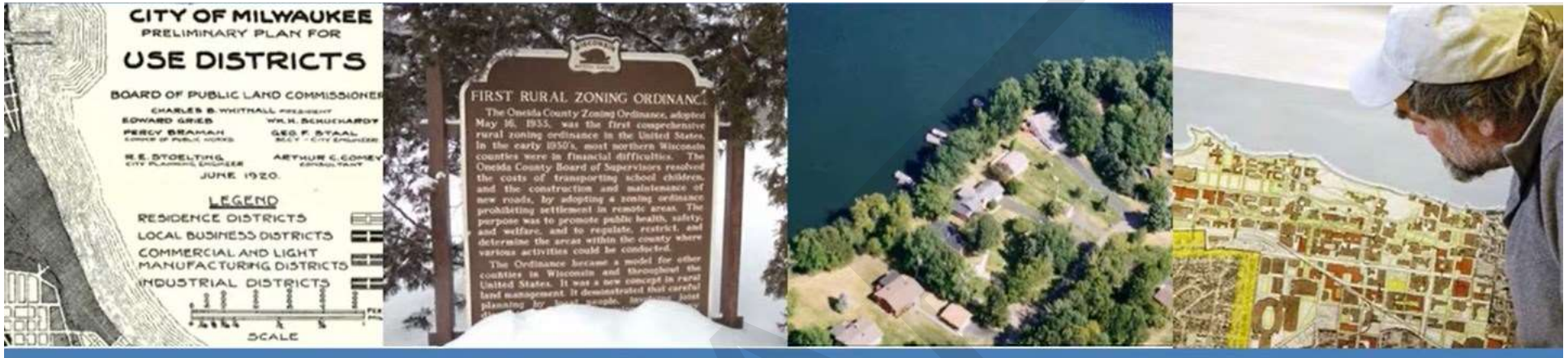
- Cities and villages may adopt general zoning which applies to lands within their municipal boundaries.¹ Cities and villages may also adopt extraterritorial zoning which applies to land in surrounding unincorporated areas.²
- The zoning ordinance and map describe uses that are allowed within each zoning district.

Additional Forms of Zoning

State statutes require communities to administer certain types of zoning as described below:

- **Shoreland zoning** provides development standards near waterways to protect water quality, aquatic and wildlife habitat, shore cover and natural scenic beauty. Wisconsin statutes require counties to exercise shoreland zoning in unincorporated areas.⁶
- **Shoreland-wetland zoning** generally prohibits or severely restricts development in wetlands near waterways. It has the same objectives as shoreland zoning and is required of counties, cities and villages that have received wetland maps from the state.⁷
- **Floodplain zoning** provides location and development standards to protect human life, health and property from flooding. It is required of counties, cities and villages that have been issued maps designating flood prone areas.⁸

Source: UW- Madison Division of Extension



1920 – First Wisconsin zoning ordinance created by City of Milwaukee

1923 – Zoning upheld by Wisconsin Supreme Court

1929 – Wisconsin Legislature authorizes zoning to regulate all uses in rural areas

1933 – Oneida County adopts first comprehensive rural zoning ordinance in the United States

1966 – Wisconsin Legislature adopts the Water Resources Act

1968 – Local governments required to administer minimum shoreland and floodplain zoning regulations

1999 – Wisconsin
adopts Comprehensive
Planning Law and
establishes grant
program

2010 – Zoning must be consistent with a comprehensive plan

Source: UW- Madison Division of Extension

Organization



Organization of a Zoning Ordinance

Most zoning ordinances are organized in the following manner:

Title, Authority and Purpose. This section lists the state enabling legislation which empowers the community to adopt zoning and outlines the community's "statements of purpose" or reasons for having zoning.

General Provisions. This section includes definitions of terms and describes the area affected by the ordinance.

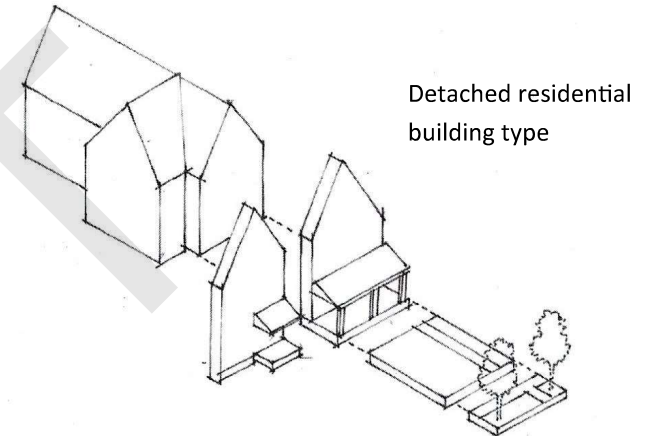
Zoning Districts and Regulations. This section lists and defines each zoning district and sets out rules that apply to land in each district. These rules may include permitted and conditional uses, the density of structural development, dimensions of structures and setbacks, and provisions for open space.

Zoning Nonconformities. This section describes limitations associated with nonconforming uses, structures and lots.

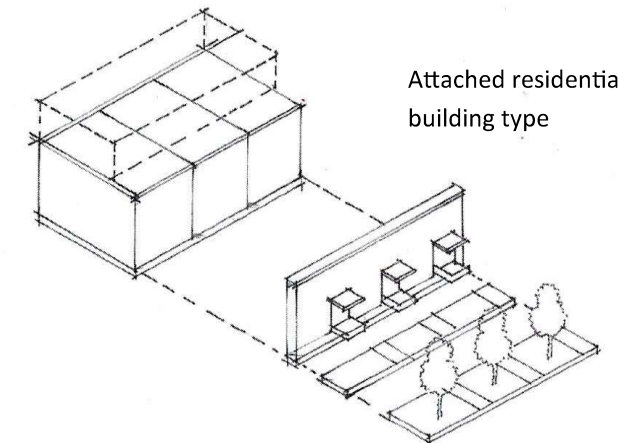
Impact Regulations. This section describes parking, landscaping, signage, historic preservation, environmental and other development regulations designed to mitigate the impacts of development.

Administration and Enforcement. This section outlines the duties of those involved in administering the zoning ordinance, specifies procedures for amending the ordinance, and sets fines for zoning violations. Enforcement techniques generally include refusal of building or occupancy permits, remediation, fines and forfeitures, or court action to force compliance.² Enforcement actions may be initiated by the governing body or an affected landowner.³

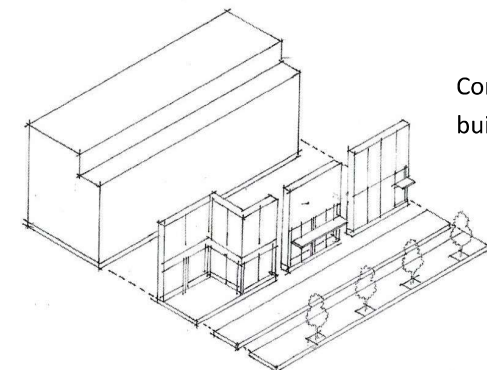
Source: UW- Madison Division of Extension



Detached residential building type



Attached residential building type



Commercial building type

Words, Definitions & Terms

ACCESSORY DWELLING UNITS (ADUs) a small home that is ancillary to a principal dwelling unit on a property.

ARCADE a feature for Retail use where the Facade is a colonnade that overhangs the Sidewalk.

ARCHITECTURAL DESIGN STANDARDS Requirements that specify building materials, details and facade variations.

BLANK WALLS a blank wall is a length of 30 or more feet without openings.

BLOCK FACE all the building Facades on one side of a block

BUILD-TO LINE A horizontal regulation on the lot for where a building must be located.

BY RIGHT a proposal that complies with the code and is permitted and processed administratively, without public hearing.

CIVIC SPACE an outdoor area dedicated for public use.

CONFIGURATION the form of a building, based on its massing, frontage and height.

ENCROACHMENT A structural feature that extends into a yard, space or above a height limit; often used to describe awnings, signs and balconies that project over sidewalks.

FLOOR AREA RATIO (FAR) The ratio of a building's floor area to the size of the lot.

HOME OCCUPATION When a business is located within a residence.

LINER BUILDING A shallow building that is sited in front of parking and service areas.

LIVE WORK a mixed use unit consisting of a commercial and residential uses; intended to be occupied by a business operator who lives in the same structure.

LOT means land occupied by a permitted use including one main building together with its accessory buildings, and the yards and parking spaces and having its principal frontage on a public street.

LOT LINE the boundary that legally and geometrically defines a lot.

MISSING MIDDLE HOUSING A term that refers to small multifamily, live/work and cottage-like residences that are generally more affordable, and their neighborhoods more walkable.

MIXED USE multiple uses within the same building or in multiple adjacent buildings

NONCONFORMING USE means any building or land lawfully occupied by a use per the regulations of the district it is in.

PUBLIC REALM Areas that are not privately owned — including streets, sidewalks, other rights-of-way, open spaces, and public facilities such as parks, green spaces and municipal buildings.

REGULATING PLAN a Zoning Map or set of maps that shows the special requirements subject to, particular regulations, often in response to a well defined context.

2040 Comprehensive Plan Land Use



Future Land Use includes twelve (12) categories (*summarized from the 2040 Comprehensive Plan*):

- **Existing Uses:** Existing Uses are noted within each Future Land Use Category to specify that an existing use is always “Allowable” on any property in La Crosse and that no existing property must be changed in order to comply with the Future Land Use Plan.
- **Low-Density Residential:** Low-Density Residential land uses are predominantly made up of one-two story single-family structures but may also include two- and three-unit dwellings that may have been converted from single-family structures. Other housing types such as townhomes and rowhomes may be compatible, especially if developed to fit a single-family mold.
- **Medium-Density Residential:** Medium Density Residential may include more variety of housing types than Low-Density Residential, including townhomes, rowhomes, small multi-family buildings, and large multi family buildings of two-four stories. The uses in this category are interconnected within surrounding neighborhoods as part of a complete neighborhood, providing access to a variety of uses and amenities through enhanced walkability and connectivity.
- **High-Density Residential:** High-Density Residential typically includes multi-family owner-occupied and rental units in structures taller than three stories. Similar to medium- density, high-density is interconnected within surrounding neighborhoods and may be concentrated in areas with major streets connections and employment and commercial areas.
- **Low-Intensity Mixed-Use:** Low-Intensity Mixed-Use may include relatively small existing and planned activity centers that include a variety of uses such as residential, retail, restaurant, service, institutional, and civic uses primarily serving existing neighborhoods and their residents. The design and layout is typically compact, walkable, and nearby transit.
- **High-Intensity Mixed-Use:** High-Intensity Mixed-Use was included to delineate areas of higher-intensity mixed-uses that support an active and vibrant street life. These can be located within the core of Downtown La Crosse, as well as outside of the Downtown core in areas still appropriate for a higher intensity mix of uses.
- **Neighborhood Retail/Commercial:** These areas include walkable, small-business, small format, independent businesses primarily serving walk-up customers from within the neighborhood.
- **Commercial:** Commercial includes professional service uses, corporate, retail, services, and other commercial/consumer based land uses providing consumer and employment opportunities. Commercial can also feature businesses considered “big box” stores, drive-ups, and large format services such as car dealerships.
- **Industrial:** Industrial includes uses involved in manufacturing, wholesale, storage, distribution, transportation, repair/ maintenance, and utilities. These can also include uses typically identified as “nuisance” uses that should not be located in proximity to residential, neighborhood mixed-use, or other non-residential uses due to noise, odor, appearance, traffic, or other potentially adverse impacts. Screening, buffering, and securitization should be deployed to protect surrounding uses wherever possible.
- **Institutional:** Institutional includes government buildings, structures, and campuses, as well as public community.
- **Parks & Open Space:** This category includes public parks, trails, and recreation areas, private recreation uses (such as golf courses), cemeteries, and other natural features that create a park-like setting. The emphasis is on natural and open spaces that provide for recreation and environmental uses.
- **Conservancy, Wetland, & Agricultural:** This category includes wetlands and marshes, greenways and environmental corridors, and other natural areas. These may function as natural drainage or expansion of the Mississippi River corridor. This category includes areas of the City identified as wooded and steep slope areas and also includes any land or parcel used for agricultural purposes. Agricultural uses are typically located at the periphery of the City.

Refer to the 2040 Comprehensive Plan: <https://www.cityoflacrosse.org/home/showpublisheddocument/7655/638345999839030000>

Future Land Use & Building Types



Low-Density Residential



High-Density Residential



Neighborhood Retail/Commercial (Credit: City)



Low-Density Residential



High-Density Residential



Commercial (credit: La Crosse Chamber)



Medium-Density Residential



Low-Intensity Mixed-Use



Institutional (Credit: City)



Medium-Density Residential

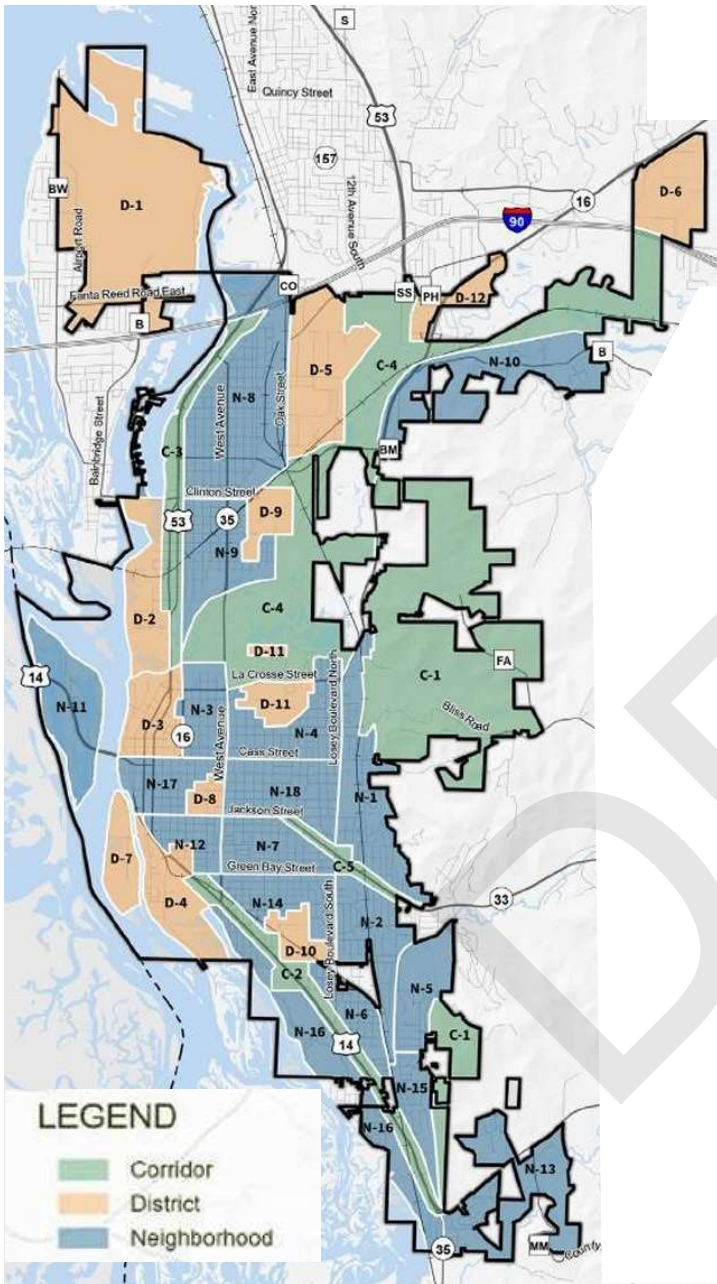


High-Intensity Mixed-Use



Industrial

2040 Comprehensive Plan



The **Comprehensive Plan** sets forth the vision of future land uses within the City of La Crosse. Future land use is based on the “Neighborhood, District and Corridor Framework” (NDC), a system devised by the Congress for New Urbanism (CNU).

How does NDC Work? The intent of the NDC model is to encourage walkable, compact communities that are rich with amenities and celebrate the history of the built environment and the preservation of natural features, all while respecting the fabric of communities. NDC proposes three fundamental classifications that organize La Crosse into a mix of uses rather than isolated land uses.

Neighborhoods:

La Crosse neighborhoods have distinct identities, housing characteristics, unique history, and geographic features. They are typically compact, pedestrian-friendly, and mixed-use. Neighborhoods may contain a number of supporting uses and activities that serve residents, such as parks, schools, libraries, small-scale retail, and other services. Neighborhood associations were consulted during the creation of this comprehensive plan to help identify the vision and land uses within La Crosse's neighborhoods.

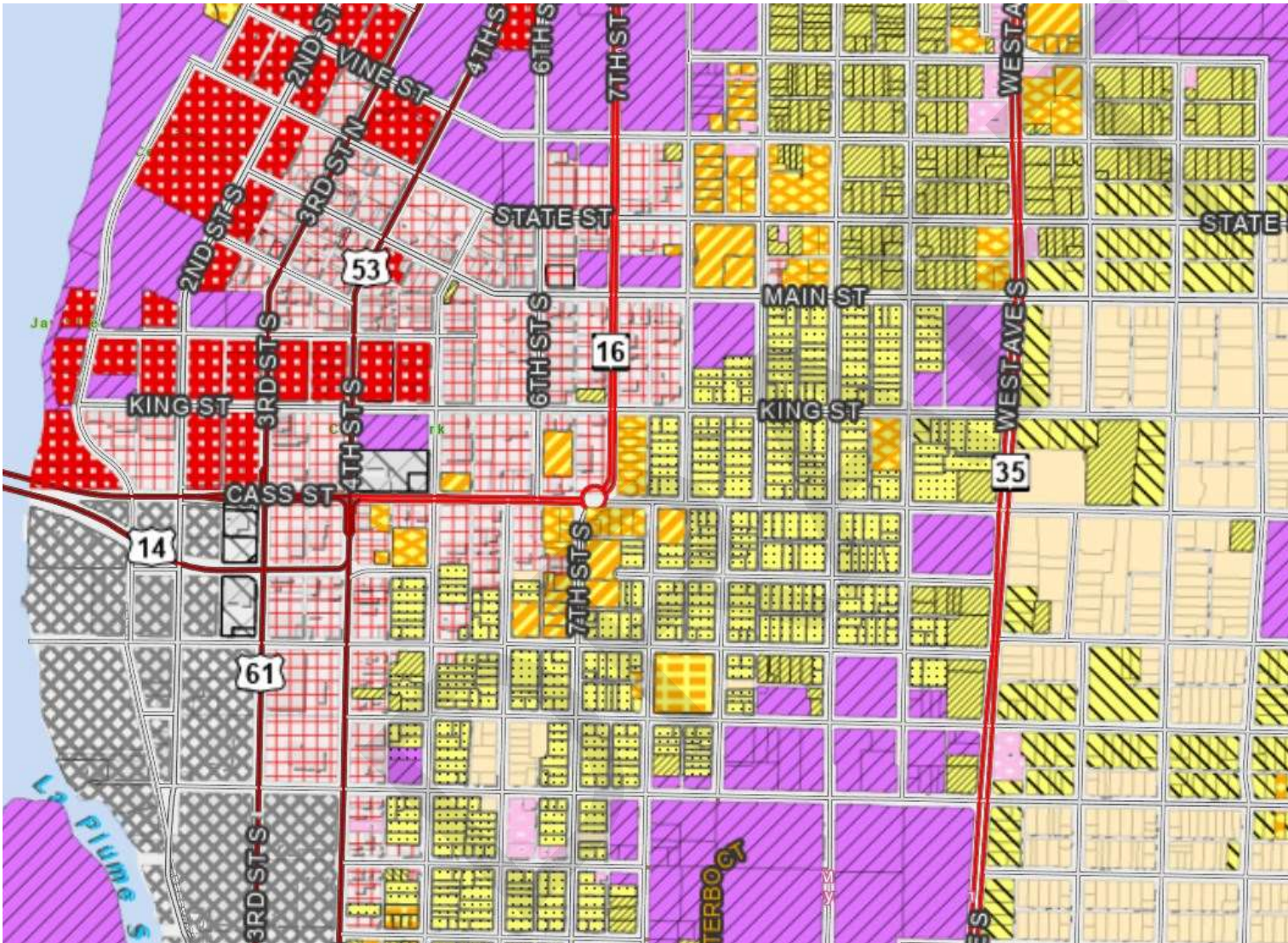
Districts:

Districts are larger areas where the City, property owners, developers, and investors should concentrate business, commercial, and industrial activity and expansion over the next twenty years. Districts may emphasize a special single use or purpose, but may contain a variety of other uses and activities. For example, a shopping district may have primarily commercial uses with a few small-scale industrial uses mixed in. La Crosse's districts are based on types of dominant uses, include overlapping neighborhoods, and have generally larger geographic extents.

Corridors:

Corridors are linear areas that provide connectivity between the neighborhoods and districts. Corridors can accommodate a variety of land uses, including natural, recreational, and cultural uses. They can range from boulevards and rail lines to rivers and parkways. La Crosse has several major corridors identified based on transportation and environmental features.

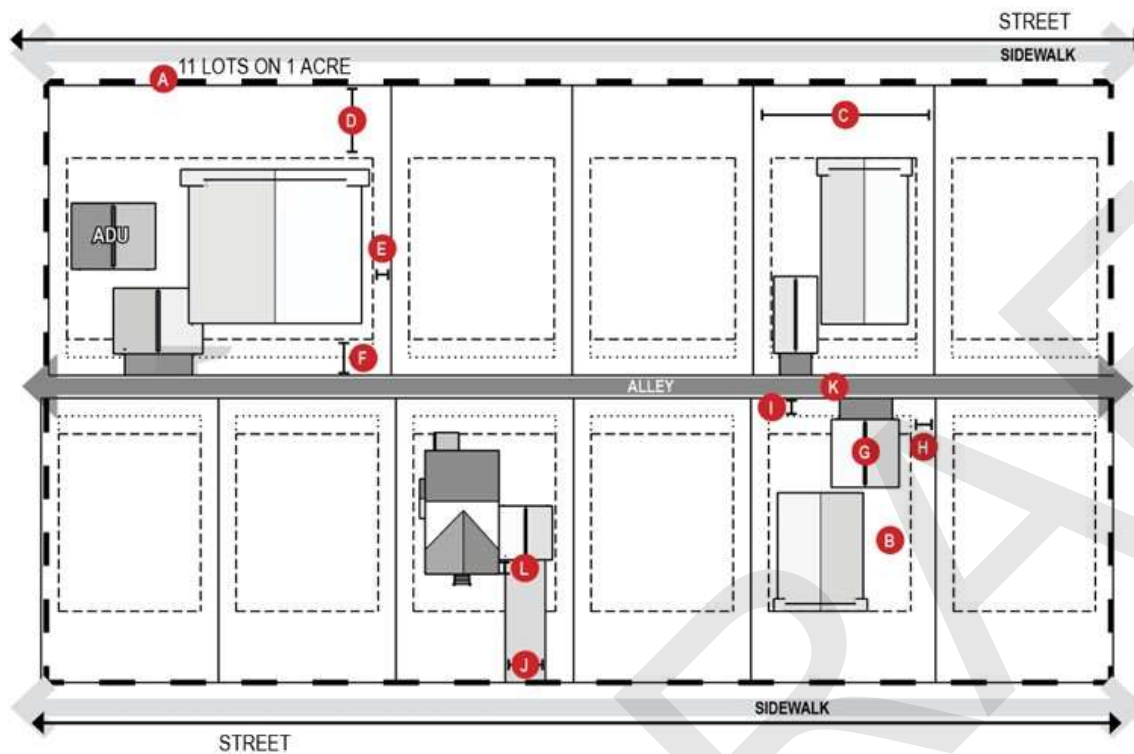
Zoning Map—Partial Example



Zoning

Zoning Information

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RESIDENTIAL
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTIPLE
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD - PLANNED DEVELOPMENT
- TND - TRADITIONAL NEIGHBORHOOD
- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY INDUSTRIAL
- PS - PUBLIC AND SEMI-PUBLIC
- PL - PARKING LOT
- UT - PUBLIC UTILITY
- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA



- A: Lot area
- B: Buildable area
- C : Lot width
- D : Front yard/setback
- E: Side yard/setback
- F : Rear yard/setback
- G : Accessory building
- H/I: Parking setback
- J: Driveway width
- K: Alley width
- L: Front loaded garage setback from main structure



Possible Housing Types

HOUSE HACKS
Entrepreneurial adaptations to an existing home that diversify housing options or generate an income.



COMMERCIAL INCUBATION
Low-cost ways to grow and validate an early-stage business.



KIOSK



MAKERSPACE

COMPACT SINGLES
One-unit dwellings that fit on small infill lots alone or in combination with other buildings.



SKINNY HOUSE



COTTAGE



SEMI-DETACHED



ROWHOUSE



TOWNHOUSE

MIDDLE HOUSING
Multi-unit residential buildings that blend well with detached homes.



STACKED DUPLEX



SIDE-BY-SIDE DUPLEX



FRONT-BACK DUPLEX



APT HOUSE (RENO)



HOME CONVERSION



APT HOUSE (NEW)



SMALL APT



STACKED FLATS



WALK-UP APT



COURTYARD APT



ALLEY TOWNHOUSES



NEIGHBORHOOD NODE
Walkable neighborhood destinations like corner stores and workspaces. 1-3 storeys, mixed-use or commercial.



SHOPOUSE (GRANDFATHERED)



LIVE/WORK



MAINSTREET LITE



MAINSTREET (GRANDFATHERED)



SHOP



MULTI-TENANT COMMERCIAL



SMALL MAINSTREET MIXED



LARGE MAINSTREET MIXED



COMBO
Creative tactics or building combinations that solve for a common development scenario.



PARKING LOT MARKET



BOOTLEG SHOPOUSE



BOOTLEG TRIPLEX



DETACHED TRIPLEX



GUEST VILLAGE



DOUBLE DUPLEX



DUPLEX COURT



COTTAGE SQUARE



COTTAGE COURT

STEP BUILDINGS
Small-scale
Time-enhanced
Entrepreneurial
Purposeful

Designed by GreenSource and the
Incremental Development Alliance



Much of the form and character of a community is determined by the design of subdivisions and the standards by which they are built. State statutes regulate the technical and procedural aspects of dividing land for development and provide minimum standards for subdivisions related to sanitation, street access and layout.

Local communities (counties, towns, cities and villages) may also adopt local land division or subdivision regulations. Local ordinances may be more restrictive than the state with regard to the number or size of lots regulated. Local ordinances tend to focus on the density, layout and design of new developments. They may also require developers to provide public improvements such as roads, storm sewers, water supply systems, landscaping or signage. If a local community does not exert control over local land divisions, the result may be excessive or premature division of land, poor quality or substandard development, or partial or inadequate infrastructure development.

Among its many purposes, land division regulations can help a community to:

- Address health and safety issues such as stormwater runoff and emergency access.
- Ensure new development is adequately served by public facilities such as roads and parks.
- Provide for the efficient placement and delivery of public services and facilities.
- Promote neighborhood designs that meet the needs of residents.
- Ensure accurate legal descriptions of properties.
- Avoid disputes regarding the sale, transfer or subdivision of land.
- Protect other community interests outlined in a comprehensive plan or local ordinance.



State Defined “Subdivision” – a division of a lot, parcel or tract of land by the same owner that creates 5 or more parcels or building sites of 1½ acre or less, or successive divisions of land by the same owner within a five year period that result in 5 or more parcels of 1½ acre or less.

Wis. Stat. § 236.02(12)

Local “Land Division” – local ordinances may be more restrictive than the state definition with regard to the number or size of lots regulated. This publication will generally use the term “land division” to refer to all such developments.

Wis. Stat. § 236.45

Contact Information



Contact Us



City of La Crosse City Hall

400 La Crosse St
La Crosse, WI 54601

Contact Us

info@forwardlacrosse.org

(608) 789-7512

www.cityoflacrosse.org



Built Form Study | Plate 1: Logan Northside - George St Commercial

NDC Framework: Neighborhood



Urban Pattern



Built Form Examples



Notes

- Existing zoning: C1 Local Business
- Character area: small scale neighborhood retail street embedded in predominant traditional residential pattern
- Key intersection: George & Gillette
- Parcel pattern: incremental, small lot typically alley loaded; some curb cuts from George; common residential lots are 50 feet wide; some residential lots measure 30 feet wide
- Scale: 1 and 2 story retail and residential buildings; commercial buildings tend to have flat roofs and transparent shopfronts
- Yards: Zero lot line for commercial structures; shallow setback for residential along George
- Parking: several surface lots front onto George
- Materials: brick, stucco, lap siding—vinyl and wood
- Street: 64 foot ROW; curb and gutter with sidewalk back of curb; narrow grassed boulevards here and there
- Alley: 20 ft ROW, paved concrete typ.

City of La Crosse, Wisconsin

PROJECT TEAM:

Claire Stickler, Project Manager MSA Professional Services
cstickler@msa-ps.com

Emily Soderberg, Engagement Manager MSA Professional Services
esoderberg@msa-ps.com

Mike Lamb, Mike Lamb Consulting mlambnet@gmail.com



DATE:

February 26, 2025

LA CROSSE ZONING AND SUBDIVISION CODE UPDATE

Overview

The project team has started the existing conditions analysis. This covers a review of existing City plans and policies, as well as an analysis of the existing code.

The project had its first engagement push on the Forward La Crosse website. River Travel Media saw great engagement with the post. There was an excellent open rate, engagement, and click-throughs, and an increase in web traffic to the site. The next pushes will include zoning 101 content to start educating the community about the importance of zoning and this update.

The engagement team is still collaborating with Habitat for Humanity and will have two scheduled events, during housing week. They are scheduled for 12-1 on April 30th and 5pm-6pm on May 1st. In-between those scheduled events we are planning on hosting some pop-up events around town, and having stakeholder discussions. More information to come on the programming of the events.

Attached for the commissions review is a short summary of the existing conditions review and a diagnostic summary of the residential zoning districts.

Project Next Steps

- Finalize zoning 101 content for public engagement pushes.
- Finalize community survey
- Continuation of Existing Conditions Analysis

To: City of La Crosse
From: MSA Zoning Code team
Subject: Existing Conditions Analysis Summary
Date: February 26, 2025

The City of La Crosse has several plans with goals and policies pertaining to zoning. Our analysis of these plans allows us to ensure continuity between policy plans and the code. This memo provides a very brief summary of our analysis of the 2040 Comprehensive Plan, Imagine 2040 La Crosse Downtown Plan, and the 2024 Housing Study.

The Comprehensive Plan outlines the importance of aligning the updated code with the Future Land Use (Neighborhood, Districts, Corridors) Map. The NDC organizes the City into a mix of uses rather than isolated land uses, which opens the opportunity for this code update to integrate form based sections. The form-based approach focuses on the physical relationship of development as the existing built form and how it interacts with the public.

There were several elements of the comprehensive plan that had recommendations relevant to the code update.

1. Environmental
 - a. Urban Agriculture and having code amendments that allow for community gardens, local food production and urban farming.
 - b. Wellhead protection and code amendments for setbacks
 - c. Stormwater Management and Impervious Surface Coverage – amending ordinances decrease allowed impervious coverage.
 - d. Shoreland and Floodplain regulation updates to align with State Statute.
2. Historic Preservation (also a big theme in the Imagine 2040 La Crosse Downtown Plan)
 - a. Update ordinances to prevent demolition and establish design standards to integrate new construction in those areas.
 - b. “the maintenance and care of older buildings should continue to remain a priority for preserving the history of La Crosse” – Community Engagement from Imagine 2040 La Crosse Downtown Plan
3. Housing
 - a. Affordability
 - b. Infill Development (also theme in Imagine 2040 La Crosse Downtown Plan)
 - i. Surface lot re-use
 - ii. Neighborhood infill
 - iii. Allow for mix of housing types
 - c. Property conditions

The City of La Crosse Housing Study from 2024 also outlines several very specific code updates, and provides great direction. In summary.

1. Allowing two-unit homes by right in R-1 and amend the # of bedrooms rule.
2. Provide a better understanding in the code of what mix use is and allow them by right in commercial and high density areas.
3. Provide clearer language in the code update.
4. Reduce minimum lot sizes in R-1, R-2, R-3
5. Reduce residential parking to one space per unit
6. Allow more options for Accessory Dwelling Units.

To: City of La Crosse
From: MSA Zoning Code team
Subject: Diagnostic Summary: Residential Zoning Districts
(Commercial, Industrial and Subdivision review pending)
Date: February 21, 2025

The La Crosse Zoning Code is found in Chapter 115 of the Municipal Code and is defined by seven articles and contains the following:

- A total of 211 pages
- 21 districts and 2 overlay districts
- Definitions, penalties, administration, appeals and amendments are found in Articles I and II
- District regulations are found in Article IV; dimensional standards that apply for each district begin on page 26.
- Overlay regulations are defined in Article V.
- Generally, urban standards (and dimensional requirements) are written out in extended sentences and are often difficult to follow.
- It seems, in general, that most of the residential districts share dimensional standards and regulations subject to different time periods, going back to the 1938 edition of the code.
- The word 'special' is used in the title for the R-3 and R-6 districts but it isn't clear exactly what this means or designates.

A high level review of the R districts follows; titles are spelled out as they appear in the body of the code.

Agriculture and Exclusive Agriculture Districts

The code includes an AG district and an Exclusive AG district. The AG district's purpose is to act as a preserve for future urban development. The Exclusive AG district is intended to preserve lands for food and fiber production.

R1 District

Unlike the AG and EX AG districts, the R1 district does not include a direct purpose statement. The R1 Single Family district does allow two-family dwellings provided they were in existence on September 13, 1984 with an odd requirement that a new two family dwelling can replace an existing two family dwelling if it is limited to 2 bedrooms in each unit; no additional bedrooms can be added in any case.

There is no direct mention of lot area and dimensional standards except for the reference to the 'Residence District' (this is a reference to the 1938 zoning code which included two residential districts: Residence and Multiple Dwelling) - apparently this is assumed to refer to the R2 District and these standards apply to R1.

Language and requirements like this this will need to be resolved regarding the uses in the R1 district:

- *Two or more family dwellings provided that such were in existence on April 10, 1997, have not discontinued the number of dwelling units for a period of 12 months or more, and are located within the area bounded by 9th Street-Farnam Street-east-west alley north of Green Bay Street-West Avenue, and*

provided further that such two or more family dwellings may be replaced by another two or more family dwellings as long as such replacement shall not contain more units or bedrooms than existed on April 10, 1997 and other applicable building and zoning code requirements for the R-1 District are met.

R2 District

Like the R1 District, the R2 District does not have a specific purpose statement. It allows two family dwellings but only if they contain no more than three bedrooms per unit. It allows churches that were in existence on August 10, 1989. As in other districts, language makes multiple references to specific dates in time that provide a threshold for permitted uses.

Language and requirements like this this will need to be resolved regarding the uses in the R1 district:

- *The side yard regulations in subsections (3)a. and b. of this section shall apply to all lots including corner lots, except that in the case of a reversed corner lot which faces intersecting streets, the side yard on the street side of such reversed corner lot shall have a width of not less than 50 percent of the front yard depth required on the lots in the rear of such reversed corner lot, and no accessory building on such reversed corner lot shall project beyond the front building line of the lots in the rear of such reversed corner lot; provided, however, that this regulation for reversed corner lots shall not have the effect of reducing the buildable width for the main building to less than 26 feet, or for an accessory building to less than 20 feet, on any lot of record August 27, 1938.*

R3 Special Residence District

This district is meant to allow single family, two-family and up to four or more dwellings provided they were in existence on April 10, 1997. Lot and dimensional standards are the same or similar to R1 and R2.

Standards for yards are laboriously overwritten (similar to R1 and R2) and difficult to interpret in a single reading. These will benefit from summary and simplification:

- a. *On every lot in the Special Residence District, there shall be two side yards, one on each side of the building, and except as hereinafter provided, neither of such side yards shall be less than six feet in width, and provided further that for any main building other than a one-family dwelling neither of such side yards shall be less than seven feet in width, except that lots occupied by each attached dwelling unit which is located within a single structure, which is attached along a lot line which is approximately perpendicular to the street right-of-way line, shall not be required to meet this requirement other than the outer side yards of the structure in which the two attached dwelling units are located shall not be less than seven feet in width.*
- b. *On any lot having a width of less than 44 feet, and of record on August 27, 1938, the width of no side yard shall be less than that heretofore prescribed less one-fourth foot for each foot said lot is less than 44 feet in width; provided further, however, that no side yard shall be less than four feet in width in any case.*
- c. *The side yard regulations in subsections (2)a and b of this section shall apply to all lots including corner lots, except that in the case of a reversed corner lot which faces intersecting streets, the side yard on the street side of such reversed corner lot shall have a width of not less than 50 percent of the front yard depth required on the lots in the rear of such reversed corner lot, and no accessory building on such reversed corner lot shall project beyond the front building line of the lots in the rear of such reversed corner lot; provided, however, that this regulation for reversed corner lots shall not have the effect of reducing the buildable width for the main building to less than 26 feet, or for an accessory building to less than 20 feet, on any lot of record August 27, 1938.*

Low Density Multiple Dwelling District (R4)

This district is shown as the R4 district on the map but is not titled as that in the body of the code and allows multiple dwelling buildings that contain more than 4 units. Similar to the other R districts language and standards regarding lot area and yards are very overwritten and can benefit from simplification and more direct language.

Multiple Dwelling District (R5)

This district is “nested” into the R4 and thus any use allowed in R4 is permitted in this district. Uses include boarding house, room houses, fraternities and sororities (occupied by less than 6 persons). Height is allowed up to 55 feet and may exceed this per section 115-390 (Art. VII Supplemental Regulations).

R-6 Special Multiple Dwelling District

This district is “nested” into the R5 and thus any use allowed in R5 is permitted in this district. Uses include boarding house, room houses, fraternities and sororities (occupied by less than 6 persons). Height is allowed up to 55 feet and may exceed this per section 115-390 (Art. VII Supplemental Regulations).

Washburn Neighborhood District (R-7)

The purpose of the district is to encourage people to work and live in the City of La Crosse and will encourage single family dwellings. The district standards and regulations are “nested” in the R1 district (but excludes section 114-142(a) (10). A unique condition in this district is the requirement of Architectural Control that is to encourage physical development to a higher degree of aesthetic satisfaction per approval of the Design Review Board.

Map Diagrams

In a separate document we reviewed lot sizes for R-1, R-2, R-3 and the Washburn zoning districts based on the threshold of 5000 sf, lots that fall between 5000 -7200 sf and lots over 7200 sf. Lots under 5000 sf are shown in red and based on how the districts are defined many of these lots, we assume, were platted in 1938 or earlier so are not technically nonconforming. Nevertheless there is a distinct pattern (and a significant number) of smaller lots that seem to be functioning well today. More analysis is needed which will help determine how best to define appropriate standards.

R-1 = 10,833 Parcels

>7,200 sqft = 4,878 Parcels (45%)
5,000-7,200 sqft = 4,454 Parcels (41%)
<5,000 sqft = 1,501 Parcels (13.9%)

R-2 = 1,298 Parcels

>7,200 sqft = 504 Parcels (38.8%)
5,000-7,200 sqft = 522 Parcels (40.2%)
<5,000 sqft = 272 Parcels (20.9%)

R-3 = 4 Parcels

>7,200 sqft = 1 Parcel (25%)
5,000-7,200 sqft = 2 Parcels (50%)
<5,000 sqft = 1 Parcel (25%)

Washburn Neighborhood District = 451 Parcels

>7,200 sqft = 185 Parcels (41%)
5,000-7,200 sqft = 111 Parcels (24.6%)
<5,000 sqft = 155 Parcels (34.4%)

Attachments

Attachment 2.1 - Summary Table of Dimensional Standards

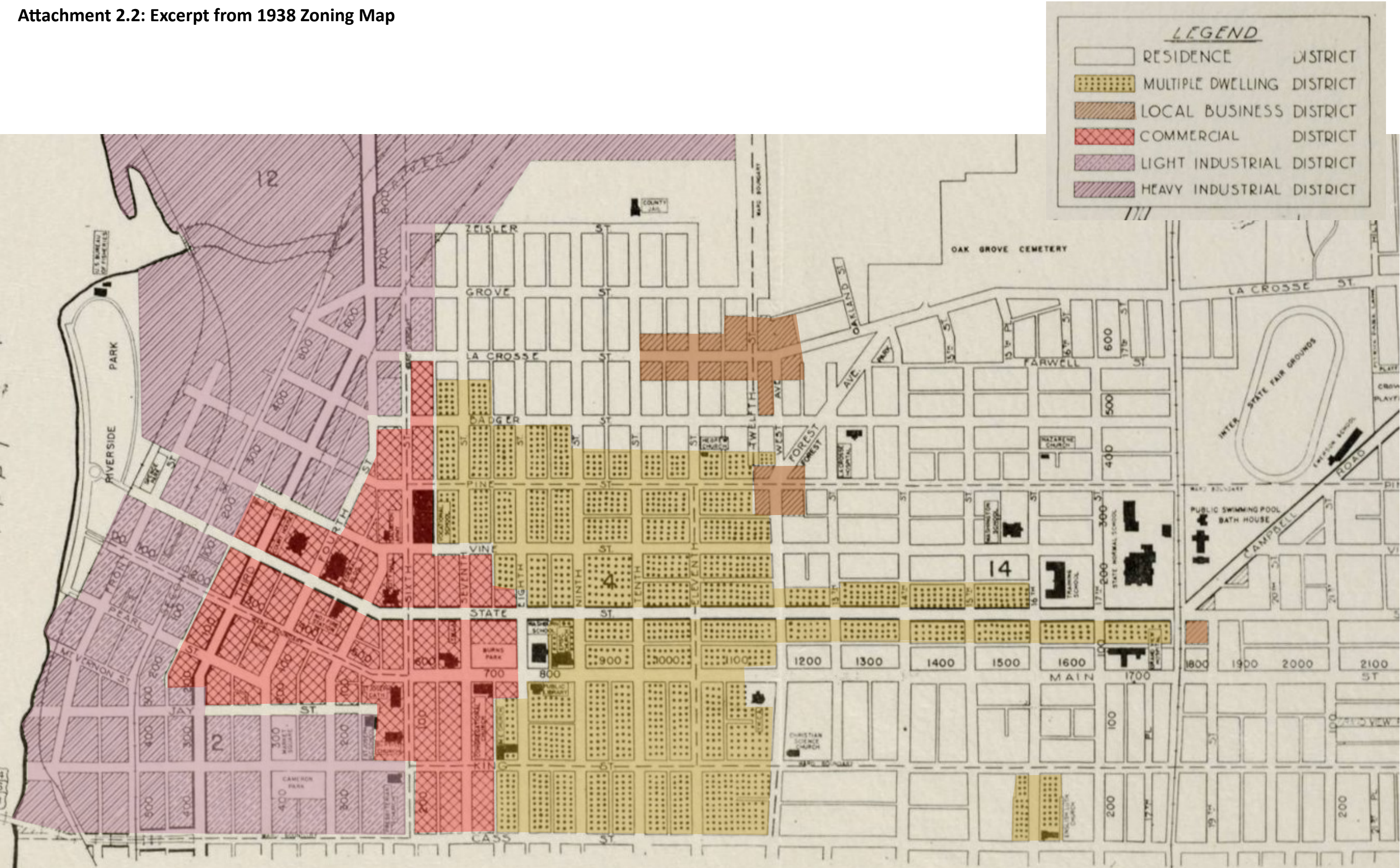
Attachment 2.2 Historic Zoning Map

Also attached as a zoning map from 1938 that shows the very simple zoning organization of industrial, commercial, multi-family and single family zoning districts. This simplistic approach may have some benefits as we continue to consider regulations and how best to apply them.

Attachment 2.1: Summary of Dimensional Standards

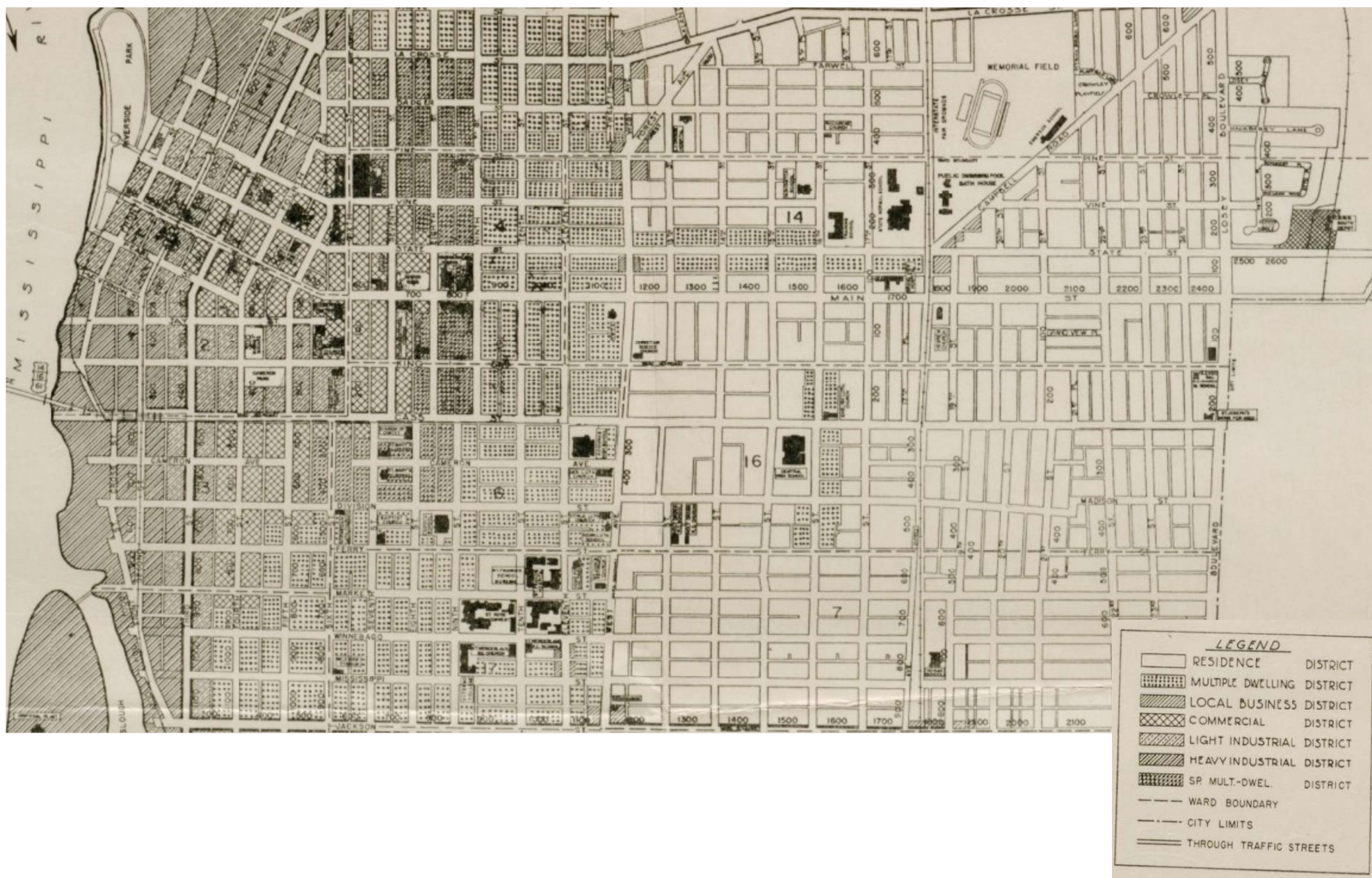
	AG	EX AG	R1	R2	R3	R4	R5	R6	Washburn
lot area	7200	35ac							
before 1938 less than:	5000sf		5000sf	5000sf	5000 sf	5000 sf	5000 sf	5000sf	5000sf
between 1938 & 1966:	5000+sf		5000+sf	5000+sf	5000+ sf	5000 sf	5000+ sf	5000+sf	5000+sf
after 1966:	7200sf		7200sf	7200sf	7200 sf	7200 sf	7200 sf	7200 sf	7200sf
other		20,000sf							
lot area per per family					1800 sf/unit	1800sf/unit	1500sf/unit	400sf/unit	
front yard			25 fyt	25 ft	25 ft	20 ft	20ft	15 ft	25 ft
side yard		6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft
lots as of 1938 or before			4 ft	4 ft					4 ft
rear yard		6 ft	20% depth	20% depth	20 % depth	20% depth	20% depth	20% depth	20% depth
max. height		35 ft	35 ft	35 ft	35 ft	35 ft	55 ft	100 ft	35 ft
max. height, other		2x fr nearest					55ft		
		lot line							
public street frontage	min 30 ft	none	min. 30 ft	min. 30 ft	min 30 ft	none	min 30 st	min 30 ft	min 30 ft
court width not to exceed							24 ft	24 ft	
architectural control									Design Rev Bd.

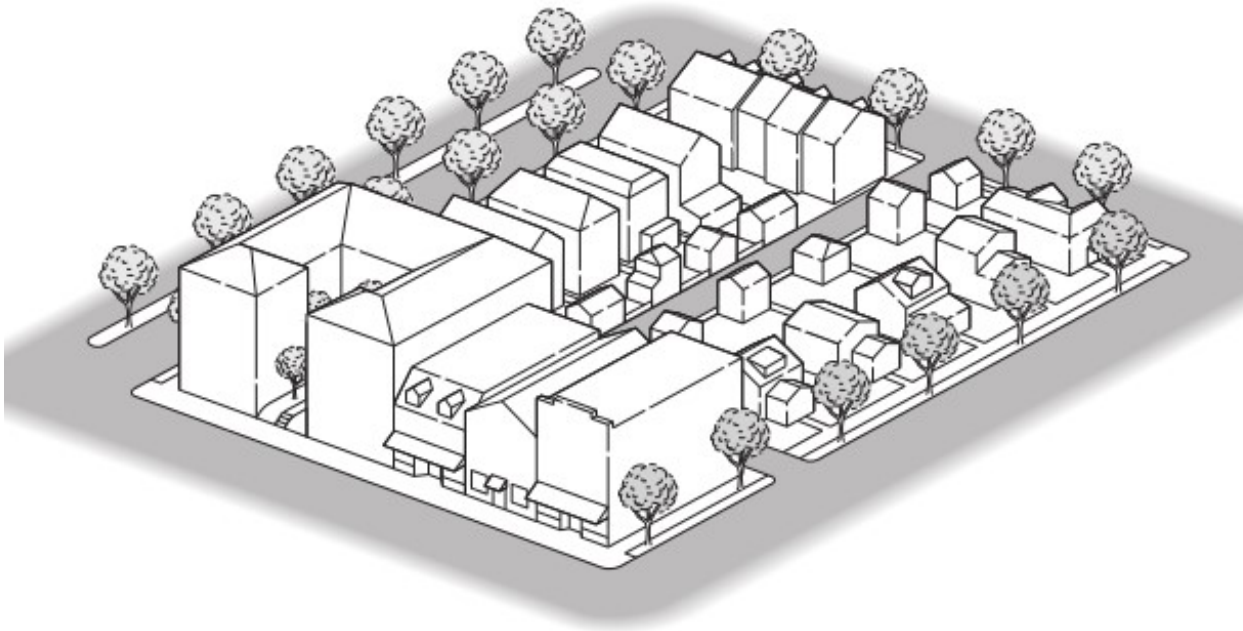
Attachment 2.2: Excerpt from 1938 Zoning Map



Summary of lot standards

	AG	EX AG	R1	R2	R3	R4	R5	R6	Washburn
lot area	7200	35ac							
before 1938 less than:	5000sf		5000sf	5000sf	5000 sf	5000 sf	5000 sf	5000sf	5000sf
between 1938 & 1966:	5000+sf		5000+sf	5000+sf	5000+ sf	5000 sf	5000+ sf	5000+sf	5000+sf
after 1966:	7200sf		7200sf	7200sf	7200 sf	7200 sf	7200 sf	7200 sf	7200sf
other		20,000sf							
lot area per per family					1800 sf/unit	1800sf/unit	1500sf/unit	400sf/unit	
front yard			25 fyt	25 ft	25 ft	20 ft	20ft	15 ft	25 ft
side yard		6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft
lots as of 1938 or before			4 ft	4 ft					4 ft
rear yard		6 ft	20% depth	20% depth	20 % depth	20% depth	20% depth	20% depth	20% depth
max. height	Mf district	35 ft	35 ft	35 ft	35 ft	35 ft	55 ft	100 ft	35 ft
max. height, other		2x fr nearest					55ft		
		lot line							
public street frontage	min 30 ft	none	min. 30 ft	min. 30 ft	min 30 ft	none	min 30 st	min 30 ft	min 30 ft
court width not to exceed							24 ft	24 ft	
architectural control									Design Rev Bd.





Zoning & Subdivision Update

City Plan Commission

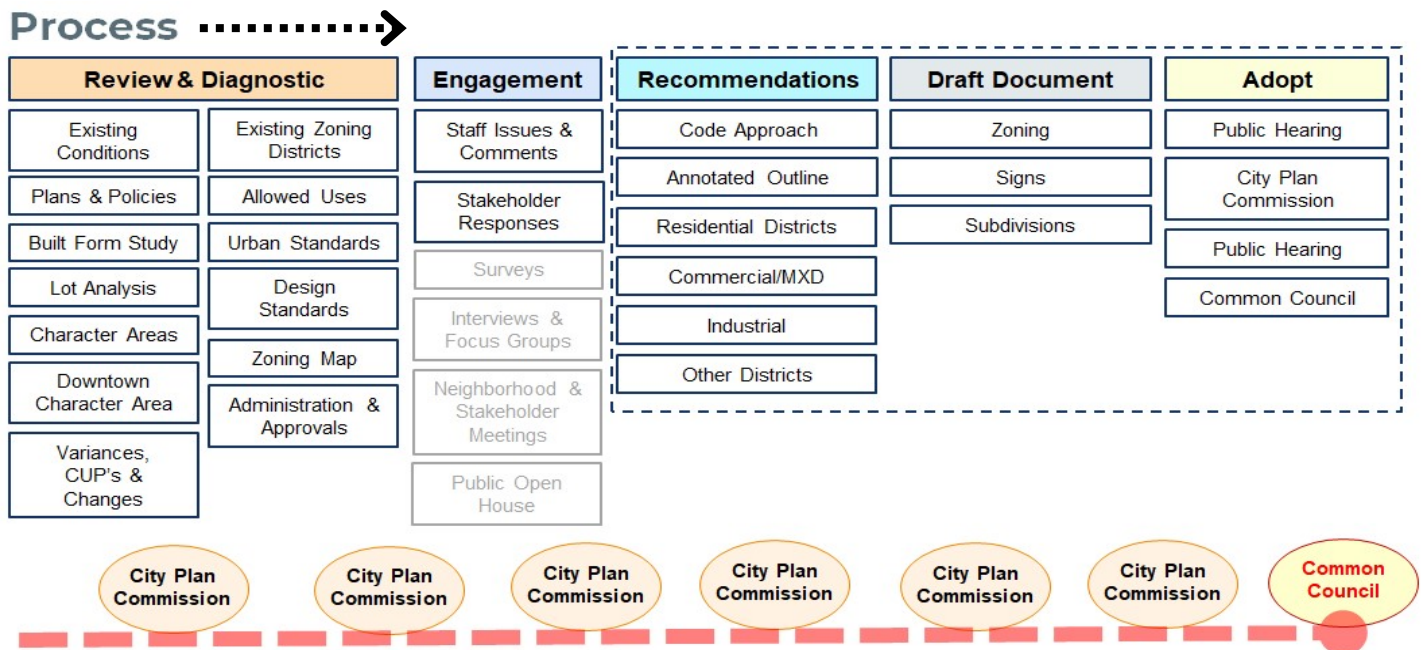
Study Guide | *June 30, 2025*



**ZONING
CODE
UPDATE**

Use this study guide to help organize the information, analysis and steps to better understand the content of the zoning code and subdivision regulations including existing conditions, code diagnostics, applicable plans and policies, built form and character analysis. Below is the general process for how the code and subdivision regulations will be updated based on direction and input from community stakeholders, staff comments and guidance from the City Plan Commission.

- 1) Memo 1 - Conditions & Plans
- 2) Memo 2 - District Summaries & Subdivisions
- 3) Built Form Study
- 4) Character Areas
- 5) Downtown Character Areas
- 6) Lot Size Study
- 7) Memo 3—Administration
- 8) Approval Flowchart Diagrams

[illegible]

- Population information from the Comp Plan:*

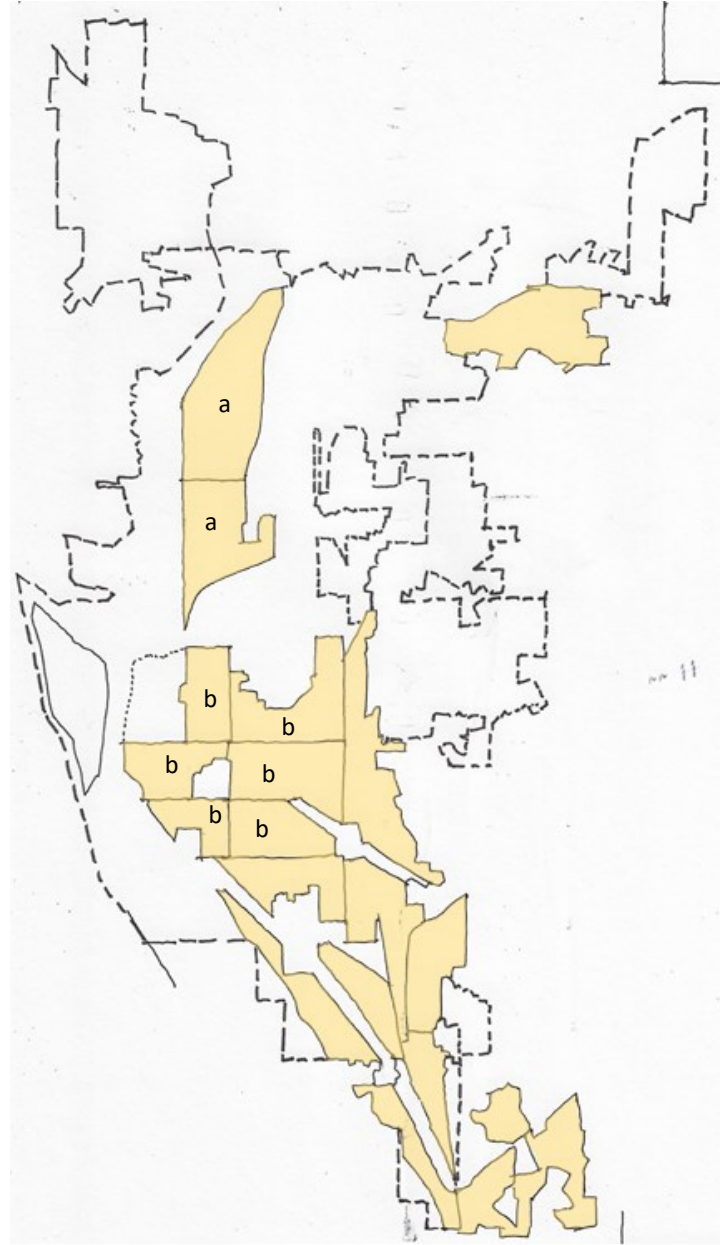
- Residential land use makes up about 19% of the total land area in the City. Residential definitions from the Comp Plan (p. 32):*



- **Low-Density Residential**—mostly one-two story single-family structures but may also include two- and three-unit dwellings; other housing types such as townhomes and rowhomes may be compatible, especially if developed to fit a single-family mold
- **Medium Density Residential** - may include a variety of housing types including townhomes, rowhomes, small multi-family buildings, and large multi family buildings of two-four stories
- **High-Density Residential** - includes multi-family units in structures taller than three stories; interconnected within surrounding neighborhoods and as well as near major streets connections and employment/commercial areas.

[illegible]

- a) Introduction
- b) Residential Districts
- c) Residential Map Diagrams
- d) Commercial Districts
- e) Industrial Districts
- f) Overlay & Other Districts
- g) Summary Dimensional Standards Table
- h) Historic Zoning Map
- i) Chapter 113 Subdivisions



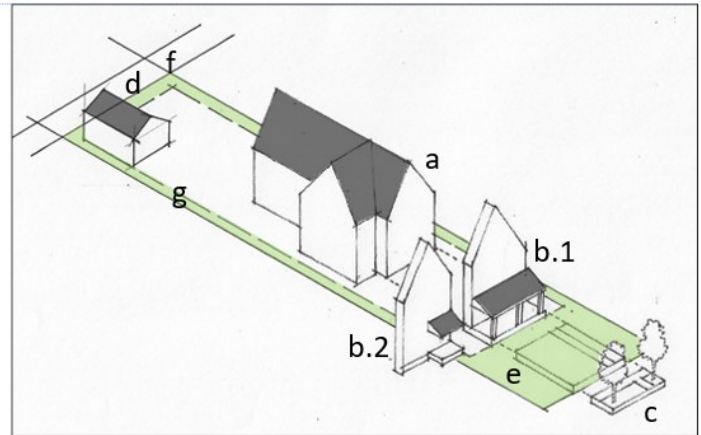
- *Residential neighborhood boundaries are shown in yellow at right. The Logan Northside and Lower Northside neighborhoods (a) contain a more consistent low density, detached residential pattern. Neighborhoods in the central part of the city (e.g., Downtown, Grandview-Emerson, Washburn, Weigent-Hogan, Powell-Poage-Hamilton and Holy Trinity-Longfellow) include a similar street and block pattern but contain more corridors and districts that tend to support greater density and diversity with housing, related uses and development changes.*

Notes

[illegible]

c) 5 Corridors

**based on the NDC Framework as defined in the Comp Plan*



- A. 1.5 to 2 story
- B.1 Stoop entry
- B.2 Porch entry
- C. Sidewalk, planted blvds & on-street parking
- D. Off street parking: alley loaded
- E. Front yards: 15-25 ft
- F. Rear yards: 6-8 ft
- G. Side yard: one tends to be shifted more to one side

- *Compare the built form study characteristics of the various neighborhoods to confirm physical form patterns for neighborhood scale residential and commercial uses.*
- *Should changes to urban and dimensional standards recognize and respond to the local context and character?*

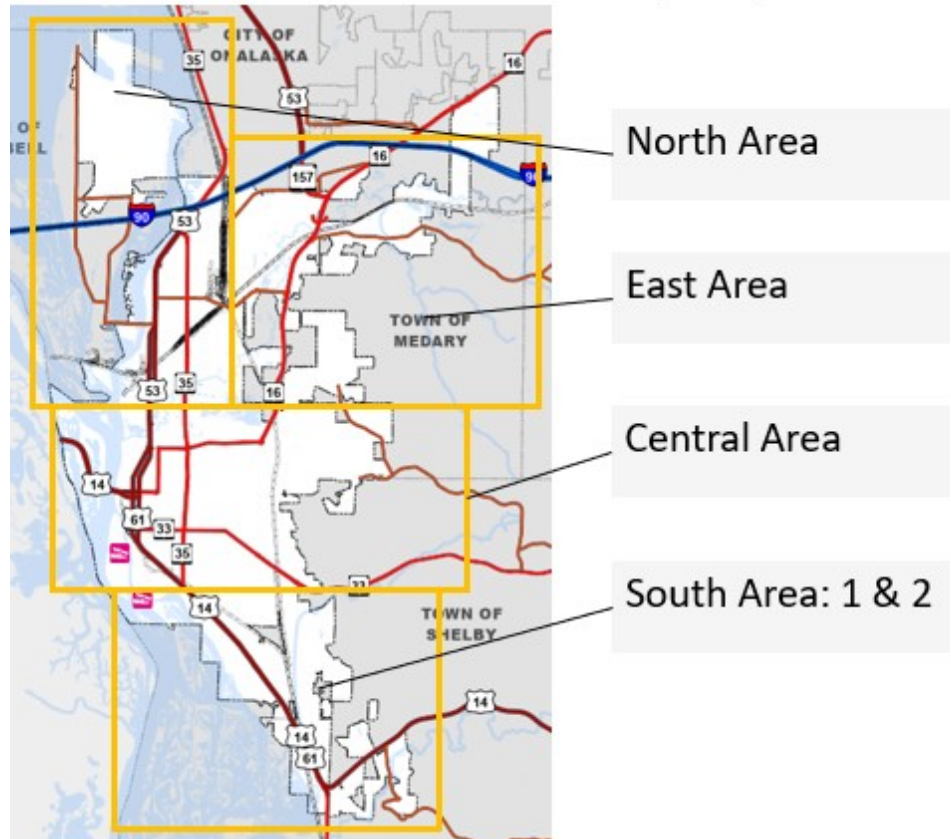
Notes

[illegible]

- a) North Area
- b) East Area
- c) Central Area
- d) South Area 1 & 2



- *Areas adjacent to a number of districts include “district orbits”, areas that tend to attract interest, investment and influence that may be less compatible with established neighborhood character.*
- *Do these areas need additional standards and regulations relative to scale, density and physical form (e.g., the residential areas west, south and east of the UW campus)?*



Notes

[illegible]

- a) Downtown Area
- b) Core
- c) Main Street



Downtown Area

Core

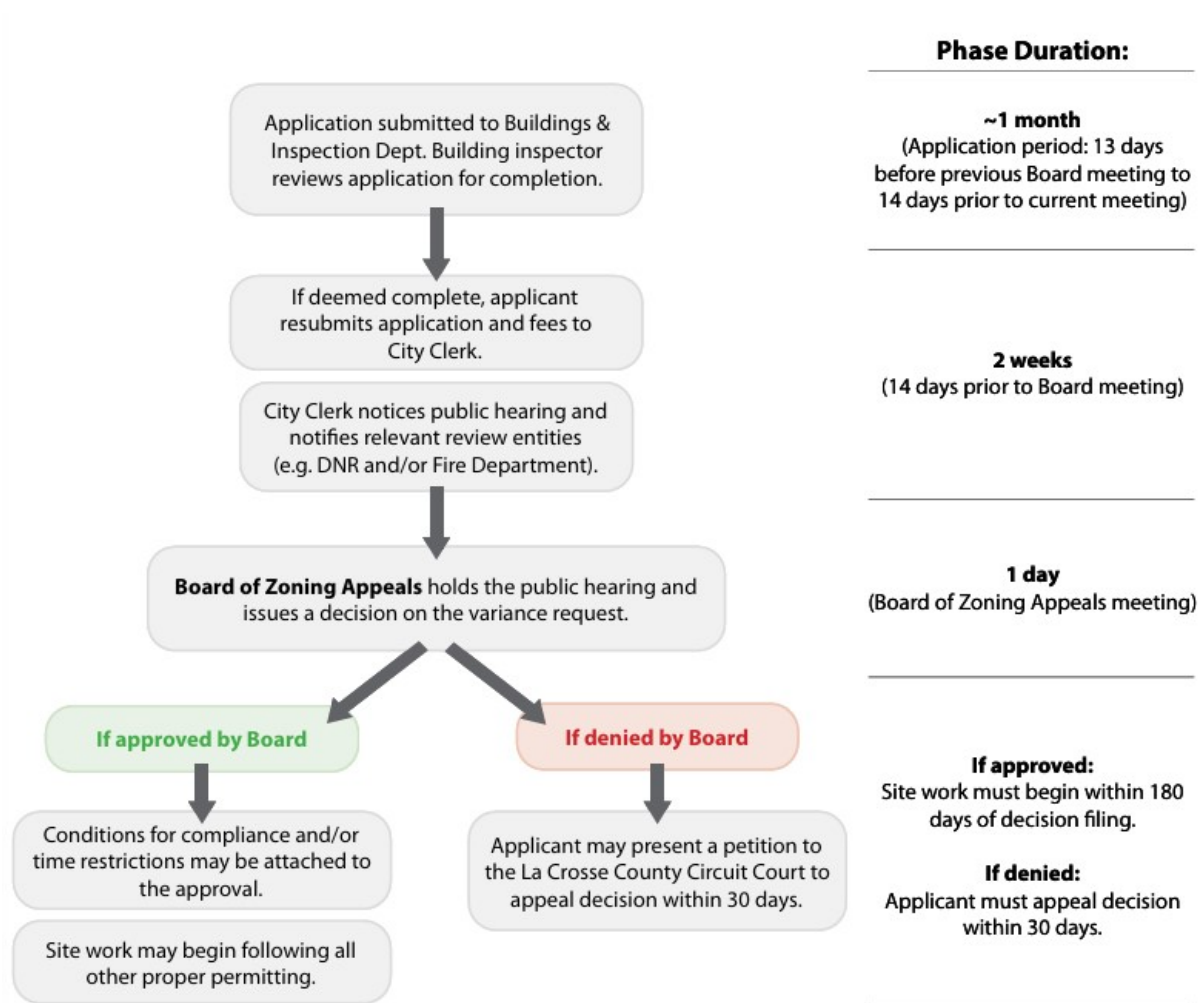
"Main street"

- *Note distinctions between the “main street” area and the larger downtown boundary.*
- *Some new development have included parking on the ground floor (within the building envelope) fronting the pedestrian public realm. Should this condition be differentiated in the “main street” area vs. other areas of downtown.*

Notes

[illegible]

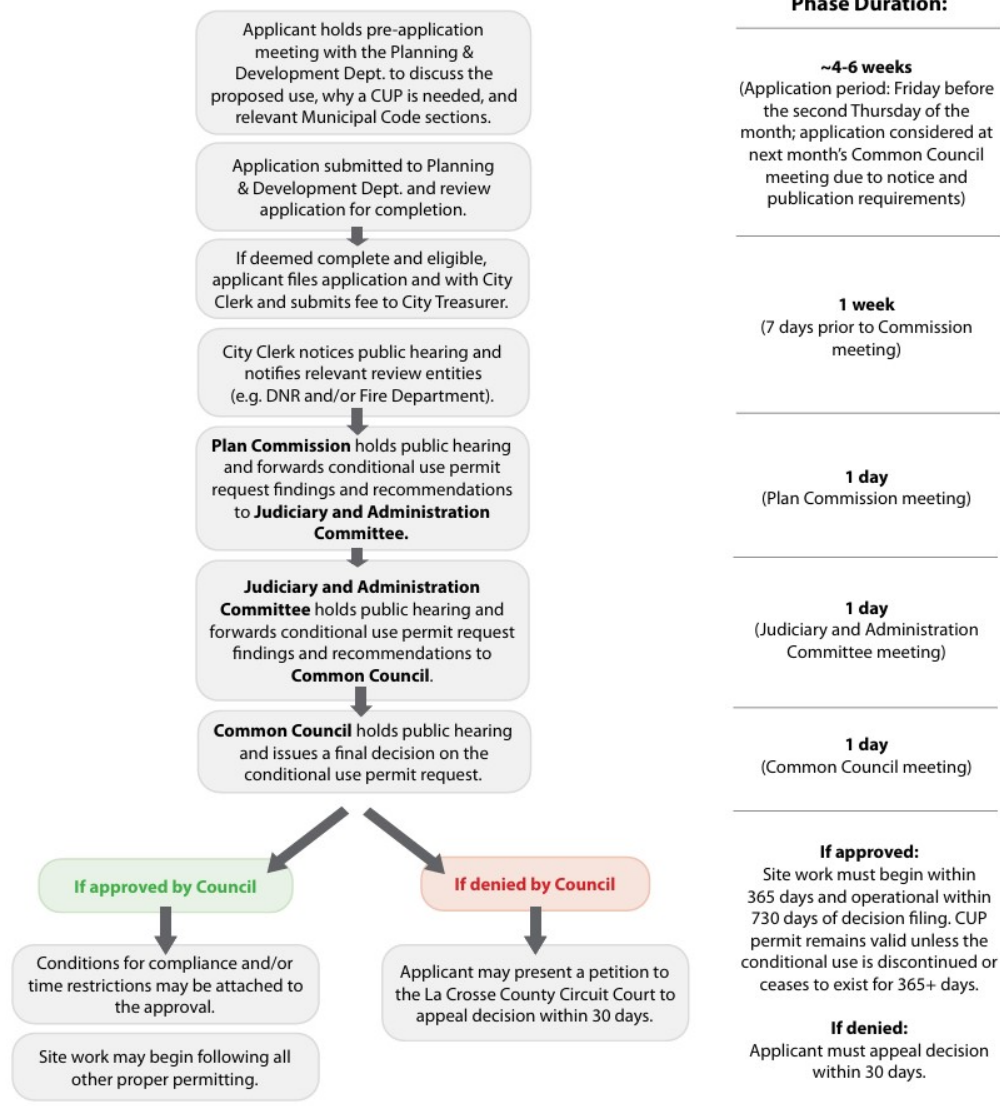
Approval Process Diagrams: Variance (Board of Zoning Appeals)



Notes

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SUBJECT TO EDITS/CHANGES

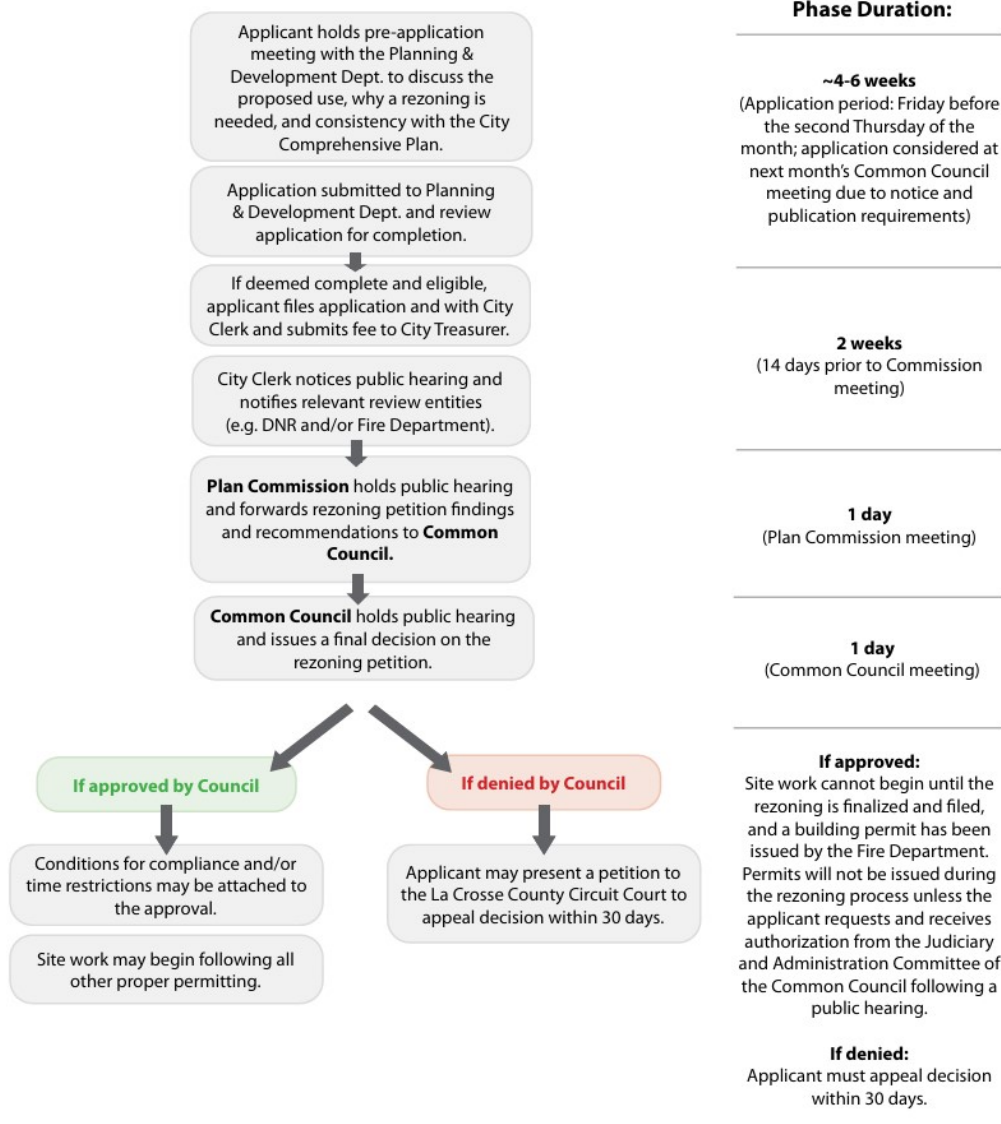
Approval Process Diagrams: Conditional Use Permit



Notes

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SUBJECT TO EDITS/CHANGES

Approval Process Diagrams: Zoning Amendment (Rezoning)



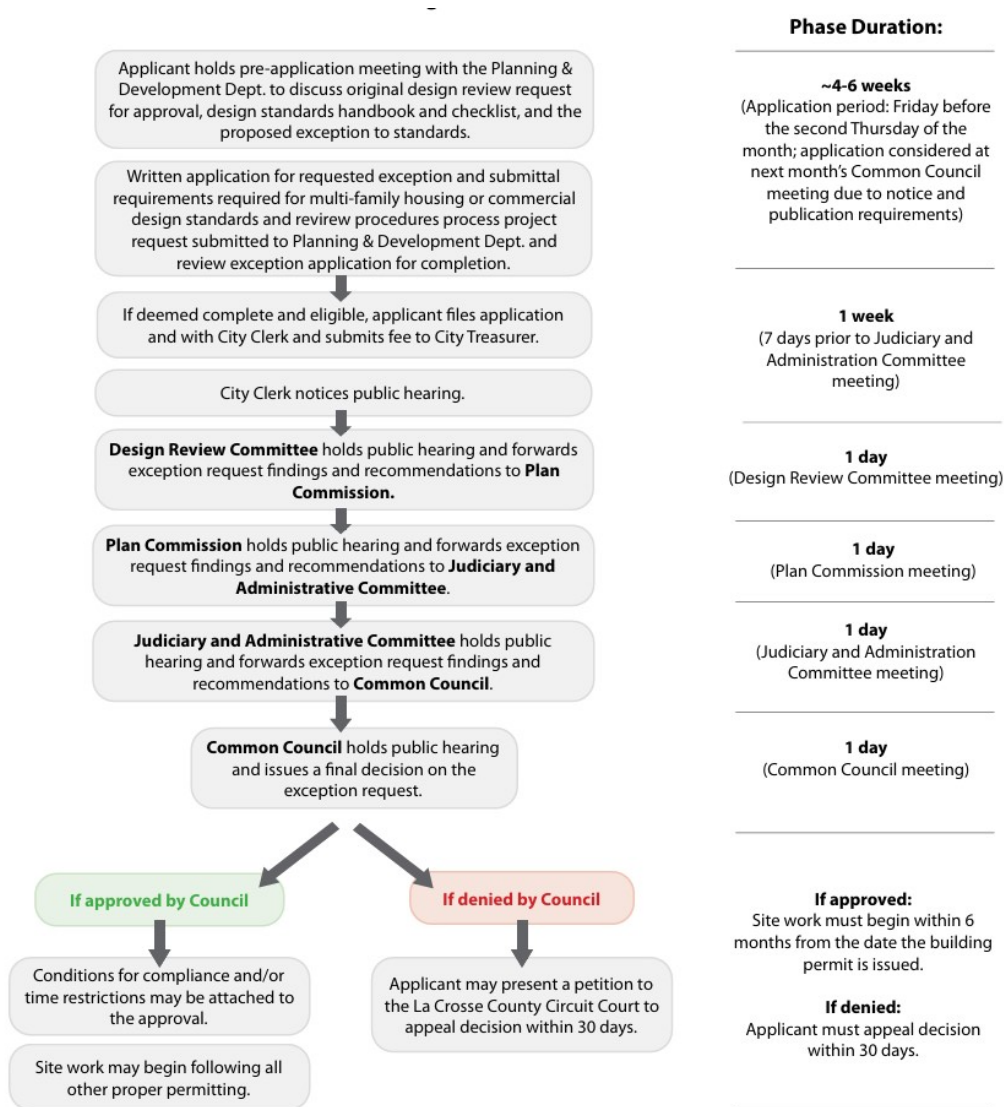
Note:

- Petition for zoning amendment may be initiated by one or more property owners of the property within the area proposed to be changed.
- Petitions to change any flood district boundary or floodplain regulation may require technical data, including aerial maps, flood elevations, and development details, as determined by the Fire Department - Division of Fire Prevention and Building Safety and DNR.
- Floodplain zoning amendments require approval from the DNR and FEMA before becoming effective, except for map changes tied to the La Crosse River Valley Floodplain Study.

Notes

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SUBJECT TO EDITS/CHANGES

Approval Process Diagrams: Request for Exemption to Design Standards



Note:

1. Ch. 11 Art. VII Div. 3. Multi-Family Housing Design Standards.
2. Ch. 11 Art. VII Div. 4. Commercial Design Standards. The applicant is encouraged to meet with City staff at the schematic stage, the design stage, and at the submittal stage. Members of the Design Review Committee will be encouraged to attend the pre-application meeting to facilitate the development review process. Developers are strongly encouraged to obtain Design Review Committee approval prior to submitting plans to the State for State review and approval.

Notes

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SUBJECT TO EDITS/CHANGES



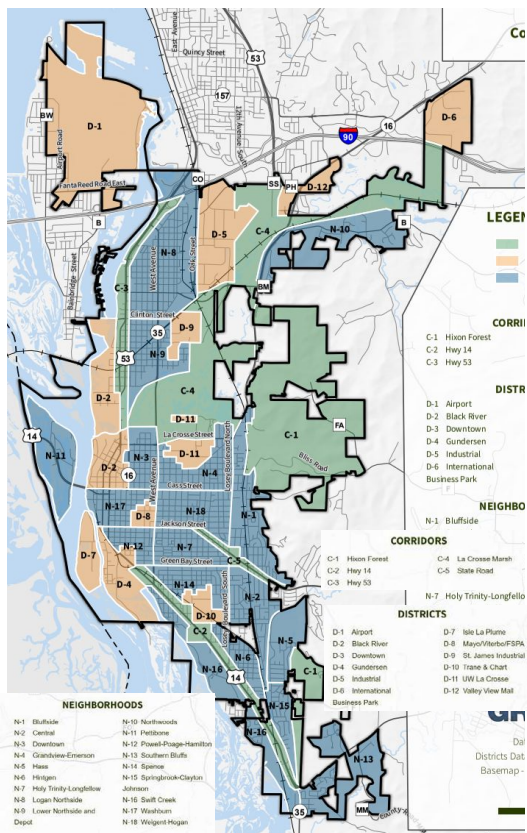
City Plan Commission Meeting

June 30, 2025

Agenda

- a. Introduction & April recap
- b. Scope, Schedule & Progress
- c. Update Process
- d. Study Guide
- e. General Ideas: Residential, Commercial & Industrial
- f. Next steps

Comprehensive Plan - NDC Framework



Neighborhoods:

La Crosse neighborhoods have distinct identities, housing characteristics, unique history, and geographic features. They are typically compact, pedestrian-friendly, and mixed-use. Neighborhoods may contain a number of supporting uses and activities that serve residents, such as parks, schools, libraries, small-scale retail, and other services. Neighborhood associations were consulted during the creation of this comprehensive plan to help identify the vision and land uses within La Crosse's neighborhoods.

Districts:

Districts are larger areas where the City, property owners, developers, and investors should concentrate business, commercial, and industrial activity and expansion over the next twenty years. Districts may emphasize a special single use or purpose, but may contain a variety of other uses and activities. For example, a shopping district may have primarily commercial uses with a few small-scale industrial uses mixed in. La Crosse's districts are based on types of dominant uses, include overlapping neighborhoods, and have generally larger geographic extents.

Corridors:

Corridors are linear areas that provide connectivity between the neighborhoods and districts. Corridors can accommodate a variety of land uses, including natural, recreational, and cultural uses. They can range from boulevards and rail lines to rivers and parkways. La Crosse has several major corridors identified based on transportation and environmental features.

NDC Framework >>> Built Form Study

The Built Form Study:

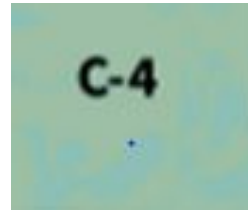
- samples the typical development pattern for each of the neighborhoods, districts and corridors
- better understand the physical dimensions of building type, site plan, street frontage and block pattern as well as other conditions.



18 Neighborhoods



12 Districts



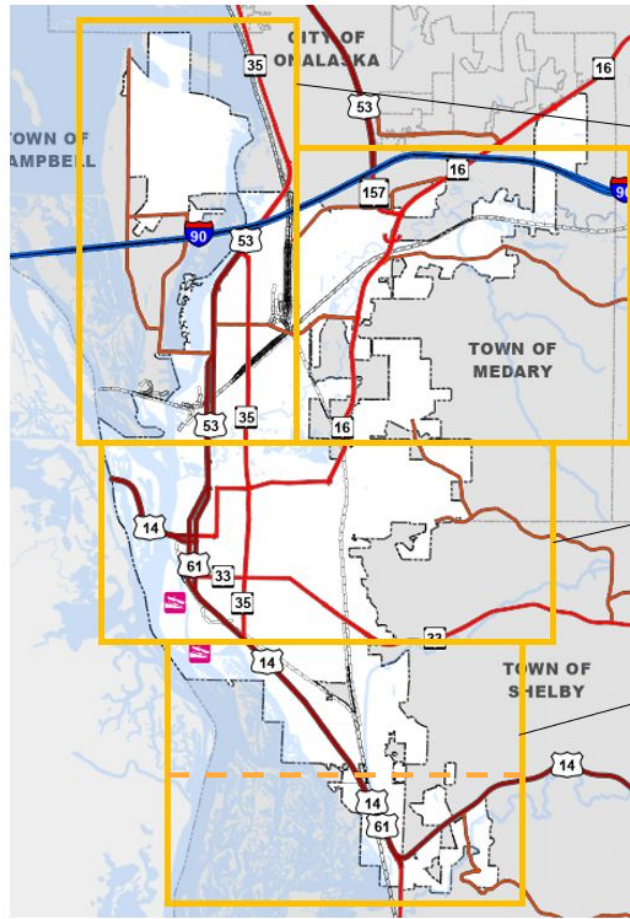
5 Corridors

General Character Areas

Map Key

Character Areas

TN – Traditional Neighborhood
TNV – Traditional Neighborhood Varied
TSS – Traditional Shopping Street
CN – Contemporary Neighborhood
UMX – Urban Mixed Residential
MN – Modular Neighborhood
CMX – Corridor Mixed
CSF – Commercial Small Format
CLF – Commercial Large Format
C/E/M – Campus/Ed./Med.
DT – Downtown
DC – Downtown Core/Main Street
ISL – Industrial Small Lot
ILL – Industrial Large Lot



North Area

East Area

Central Area

South Area: 1 & 2

General Character Areas



Traditional neighborhood



Traditional neighborhood varied



Contemporary neighborhood



Urban mixed residential



Modular neighborhood



Traditional shopping street



Corridor mixed



Corridor commercial: large & small format



District (medical/ed)



Downtown



Downtown Core (Main Street)

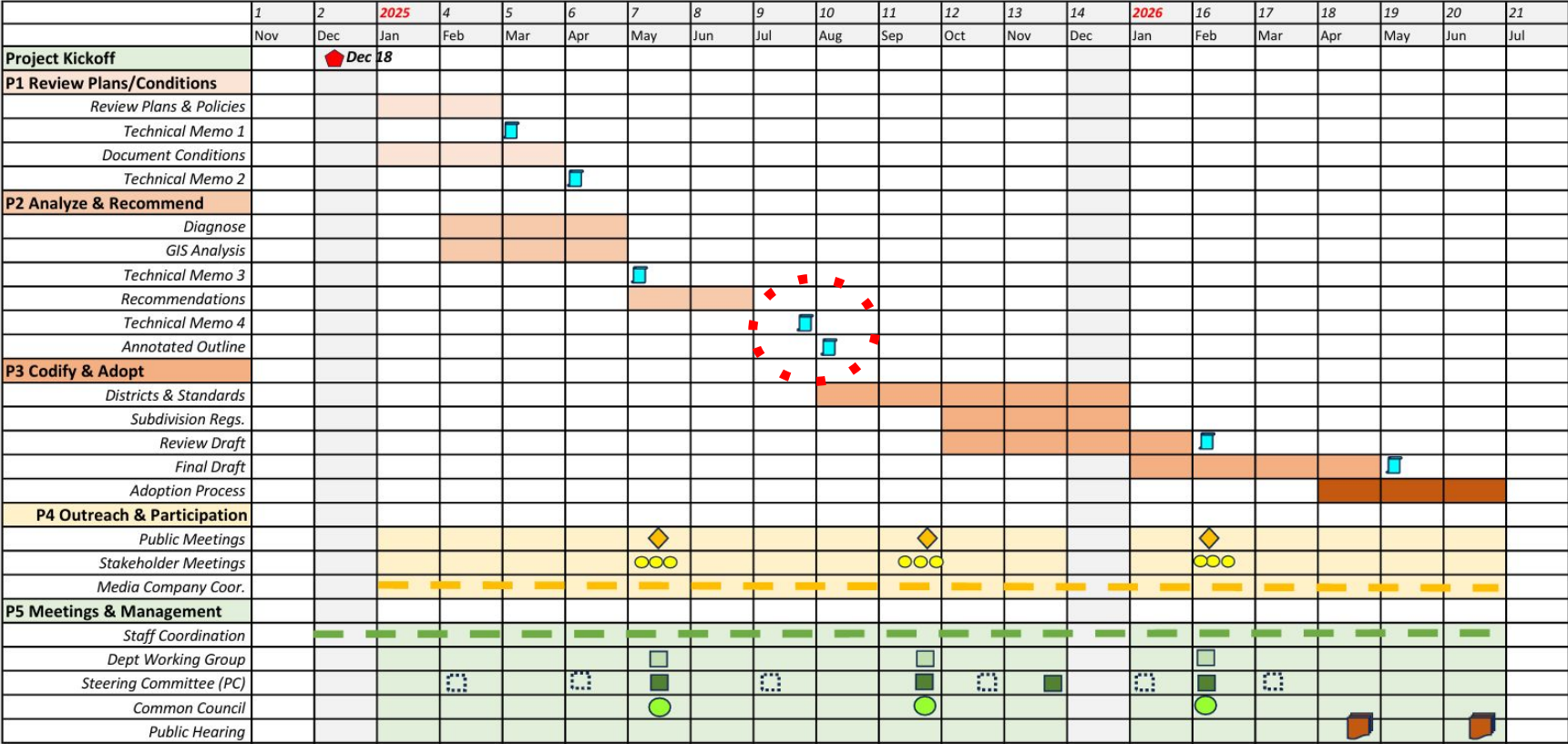


Industrial large lot

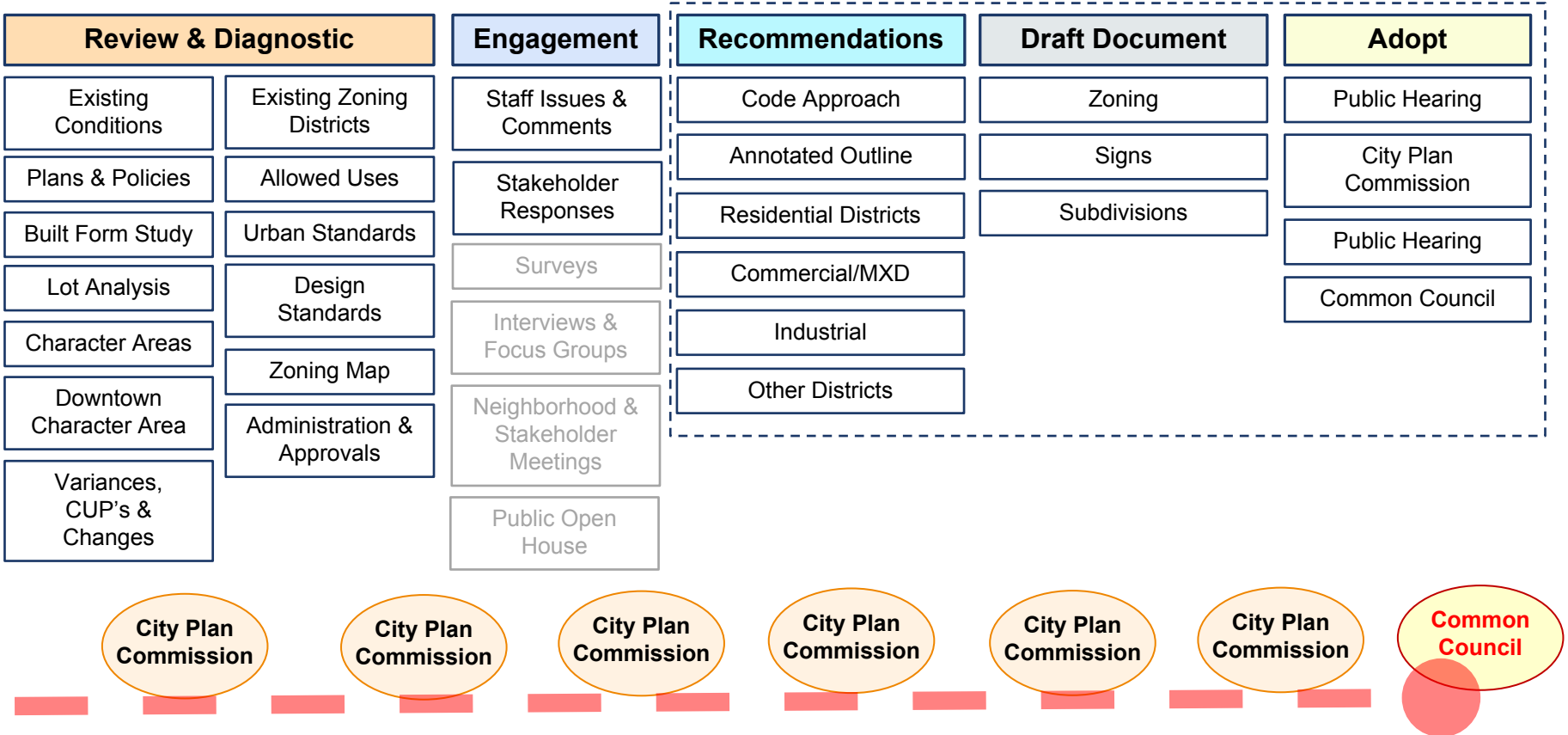


Industrial small lot

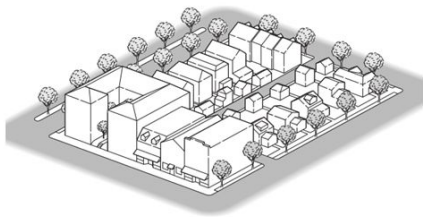
Scope, Schedule & Progress



Process



Study Guide



Zoning & Subdivision Update

City Plan Commission

Study Guide | June 30, 2025



Study Guide

Introduction

Use this study guide to help organize the information, analysis and steps to better understand the content of the zoning code and subdivision regulations including existing conditions, code diagnostics, applicable plans and polides, built form and character analysis. Below is the general process for how the code and subdivision regulations will be updated based on direction and input from community stakeholders, staff comments and guidance from the City Plan Commission.

Topics to Review

- 1) Memo 1 - Conditions & Plans
- 2) Memo 2 - District Summaries & Subdivisions
- 3) Built Form Study
- 4) Character Areas
- 5) Downtown Character Areas
- 6) Lot Size Study
- 7) Memo 3—Administration
- 8) Approval Flowchart Diagrams

Process

Review & Diagnostic	Engagement	Recommendations	Draft Document	Adopt
Existing Conditions	Staff Review & Comments	Code Approach	Zoning	Public Hearing
Plans & Policies	Stakeholder Responses	Amended Outline	Signs	City Plan Commission
Allowed Uses	Business & Focus Groups	Residential Districts	Subdivisions	Public Hearing
Built Form Study	Neighborhood & Stakeholder Meetings	Commercial/ROAD		Common Council
Lot Analysis	Public Open House	Industrial		
Design Standards		Other Districts		
Character Areas				
Downtown Character Area				
Variances, CUPs & Changes				

City Plan Commission

City Plan Commission

City Plan Commission

City Plan Commission

City Plan Commission

City Plan Commission

Common Council

Memo 1: Existing Conditions

1/?

a) 2040 Comprehensive Plan

b) 2024 Housing Study Summary

c) Analysis to Impediments to Fair Housing Choice

d) Imagine 2040 Downtown Plan

e) History of Variances

f) History of Conditional Use Permits

g) Other adopted plans & polides

Population information from the Comp Plan:

- Population is projected to moderately increase from 50,869 (2021) to 53,480 (2030)
- As of Jan 1, 2024 the population was 52,115 (WI Department of Admin. Estimate)

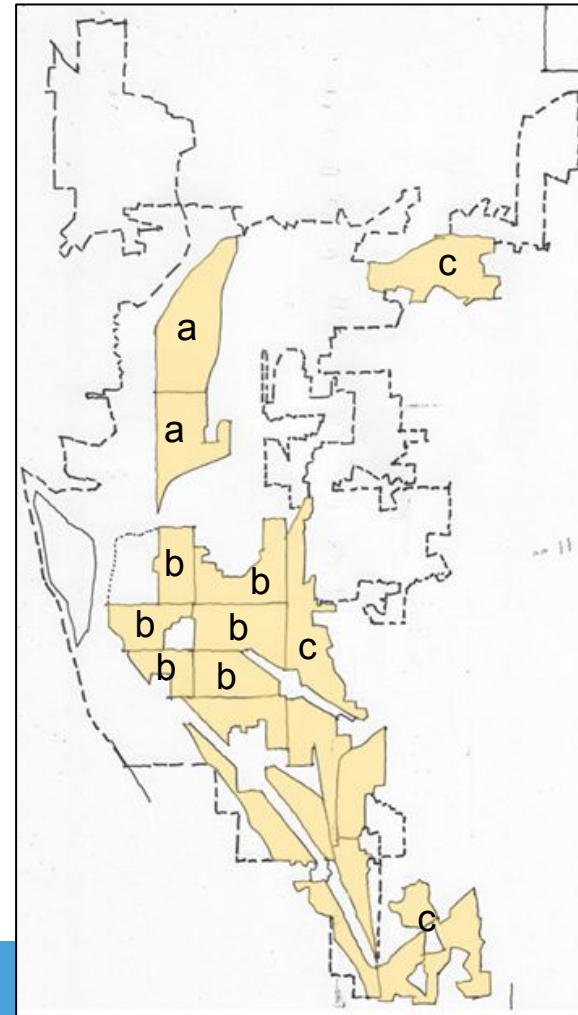
Residential land use makes up about 19% of the total land area in the City. Residential definitions from the Comp Plan (p. 32):

- Low-Density Residential**—mostly one-two story single-family structures but may also include two- and three-unit dwellings; other housing types such as townhomes and rowhomes may be compatible, especially if developed to fit a single-family mold
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Notes

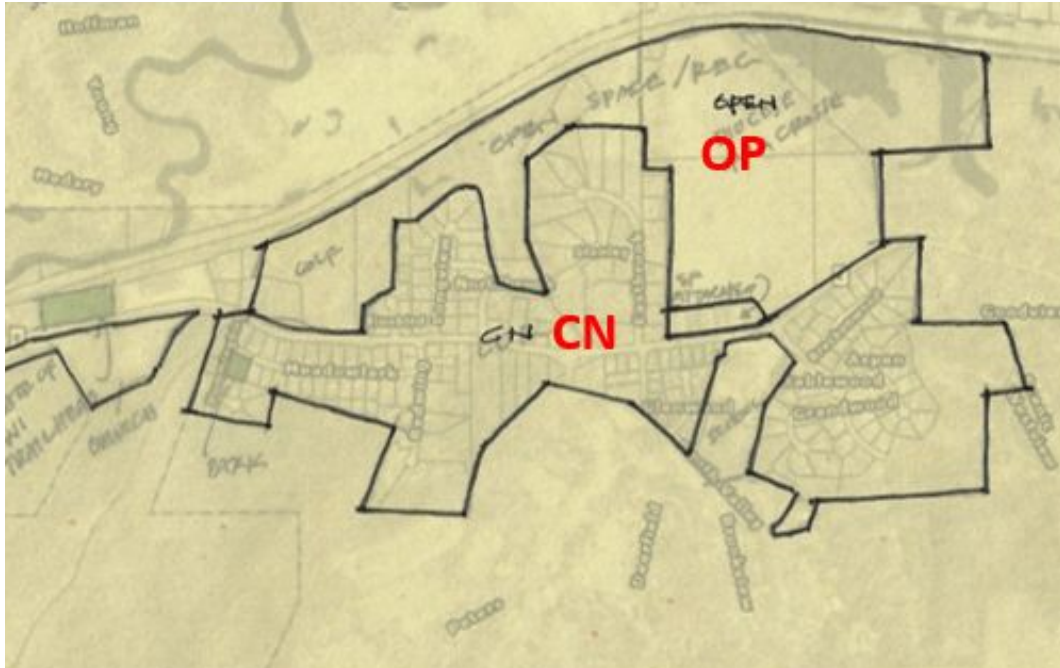
General Ideas for Districts: Residential

- Residential neighborhood boundaries are shown in yellow at right
- (a) The Logan Northside and Lower Northside neighborhoods contain a more consistent low density, detached residential pattern
- (b) Neighborhoods in the central part of the city (e.g., Downtown, Grandview-Emerson, Washburn, Weigent-Hogan, Powell-Poage-Hamilton and Holy Trinity-Longfellow) include more corridors and districts that tend to influence greater housing development changes, density and diversity
- (c) Typical large lot, single family zoning would pretty much remain as is



General Ideas for Districts: *Residential*

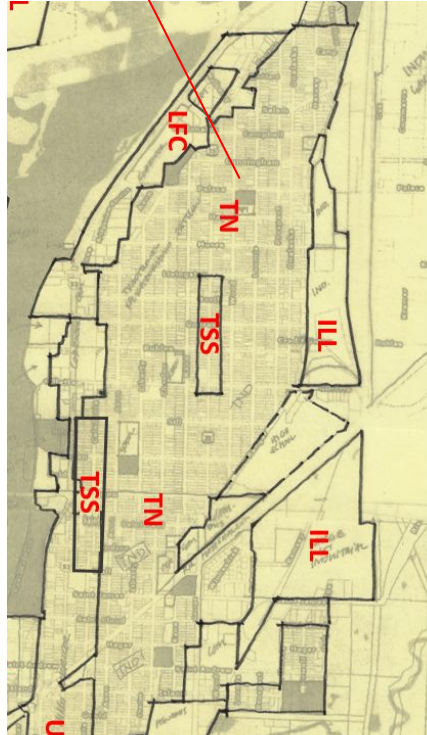
Garden District – single unit, detached, larger lots: 10,000 SF or more



General Ideas for Districts: *Residential*

Neighborhood District North – attached, detached & small cluster types, lot range from 2500-7500

SF

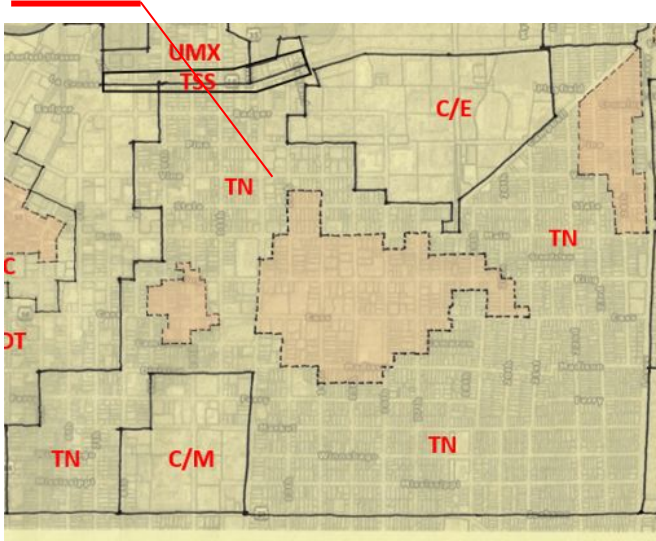


- Building types should respond to the scale and character of the neighborhood
- Can include detached types, 2 unit/lot & duplex types.
- Other building types: small residential court, pocket neighborhood, attached townhouses and accessory dwelling units.
- Lot size range from 2500 sf to 7500 sf

General Ideas for Districts: *Residential*

Neighborhood District Central – attached, detached & smaller multi-family types

Neighborhood Mixed Use – range of residential types & small commercial shops



- Building types should respond to the scale and character of the neighborhood
- Building types include: attached, detached units, and neighborhood scale multi-family & mixed use buildings
- Lot size range from 5000 sf

General Ideas for Districts: *Residential*

Traditional Neighborhood Development District

WI Model Ordinance

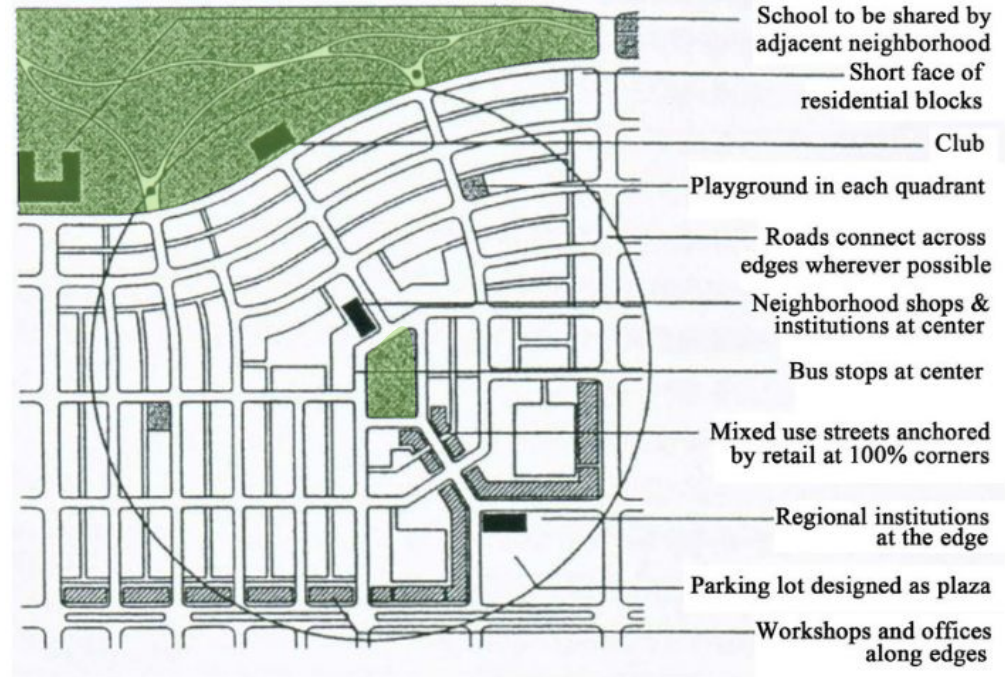
1.3 Applicability. The traditional neighborhood development ordinance is an alternative set of standards for development within the [City/Village] for new development of [15 acres or more] contiguous to existing development, redevelopment or infill development of [10 acres or more].

Source: *A Model Ordinance for a Traditional Neighborhood Development*, UW Extension, April 2001

La Crosse Zoning

(b) *Applicability.*

(1) Traditional Neighborhood Development is for lot sizes less than two acres.



General Ideas for Districts: *Commercial Corridor & Large Format*

Commercial Corridor – auto-oriented pattern common to local corridors today; mainly commercial/service uses (re: Hwy 14 & Losey Blvd)



Urban Corridor/MXD – range of commercial uses & larger multi-family units in a walkable pattern; use of regulating plan (re: Hwy 53 Plan)



General Ideas for Districts: *Industrial*

General Industrial – addresses most industrial/large lots *& large format buildings in current use



Crafters & Makers District – smaller lot industrial, assembly, & employment that fits into existing neighborhood/corridor character



Character Area: *Downtown – Three Distinct Areas*



Three distinct areas assume that the zoning districts may also be more responsive to the character of each with the “main street” area requiring the most rigorous standards and regulations.



Downtown Area

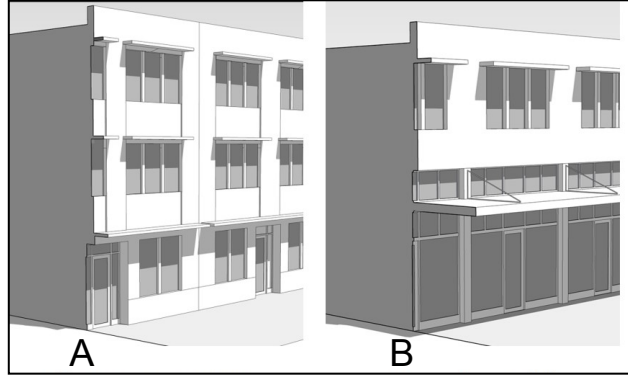


Core



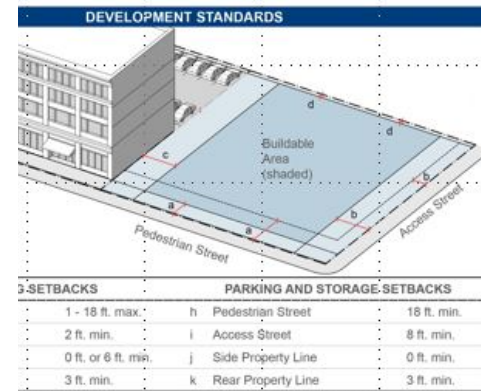
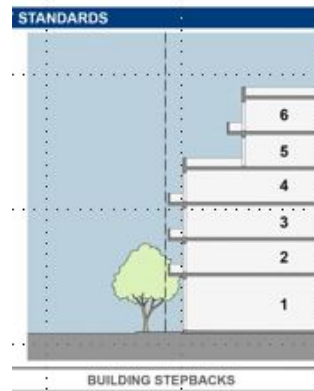
“Main street”

Downtown “Main Street” - Coding for Frontage



“Main Street” district would be regulated by two frontage types:

- common entry (A)
- Shopfront (B)



Dimensional & urban standards would use simple graphics to communicate regulations



Active building frontage

Next Steps: July, August.....

- Engagement – Interviews and Focus Groups
- Compile and summarize survey
- Approach & Recommendations
- Annotated Outline

Questions & Comments



ZONING
CODE
UPDATE



To learn more & get involved, visit:

www.forwardlacrosse.org