



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final Redevelopment Authority

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Thursday, January 23, 2025

4:00 PM

Council Chambers

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The meeting is conducted in person and virtually via the links below.

To join the meeting click this link (or typing the URL in your web browser address bar):

Join Zoom Meeting

<https://cityoflacrosse-org.zoom.us/j/87959116254?pwd=a4hk0nvn39qm7qed2uROXkzKKztxnd.1>

Meeting ID: 879 5911 6254

Passcode: 463797

Dial by your location

+1 312 626 6799

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](mailto: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 November 21st, 2024 meeting.

### Agenda Items:

[25-0045](#) Annual Code of Ethics Policy Review.

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

[25-0086](#) Consideration and possible action on River Point District marina project.

**Attachments:** [January 2025 Memo to RDA on Paragon funding.docx](#)

[24-1508](#) Monthly Project Manager report for River Point District - January 2025.

**Attachments:** [January 2025a.pdf](#)

[25-0085](#) Monthly Financial Report - January 2025.

**Attachments:** [January Financials.pdf](#)

[25-0084](#) Consideration and possible action on contract extension for River Point District with JBG Planning LLC.

*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committee and/or Council may reconvene in open session.)*

**Attachments:** [Second Extension of project manager agreement for 2025.docx](#)

## 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](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

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



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0045

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**Agenda Date:**

**Version:** 1

**Status:** Agenda Ready

**In Control:** Bicycle-Pedestrian Advisory Committee

**File Type:** Resolution

**Agenda Number:**

## DIVISION 2. - CODE OF ETHICS

*Footnotes:*

--- (6) ---

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

### Sec. 2-126. - Definitions.

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

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

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

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

(Code 1980, § 2.48(A))

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

### Sec. 2-127. - Declaration of policy.

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

(Code 1980, § 2.48(B))

Sec. 2-128. - Distribution of division.

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

(Code 1980, § 2.48(F))

Sec. 2-129. - Ethics Board.

(a) *Membership.*

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

(b) *Officers and staff.*

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

(c) *Advisory opinions.* Any person governed by this Code may apply in writing to the Ethics Board for an advisory opinion. Applicants shall present their interpretation of the facts at issue and of the applicability of the provision of this Code before the advisory opinion is rendered. All opinions shall be in writing and adopted by the Ethics Board by resolution. The Ethics Board's deliberations and action

upon such applications shall be in meetings not open to the public, but notice of such meetings shall be given pursuant to Wis. Stat. § 19.84, Record of the Ethics Board opinions, opinion request and investigations of violations may be closed to public inspection, as permitted by Wis. Stat. ch. 19. The Ethics Board, however, may make such records public with the consent of the applicant.

(Code 1980, § 2.48(G)(1), (G)(2))

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

Sec. 2-130. - Violations and complaints.

- (a) The City Clerk shall accept from any person, except a member of the Ethics Board, a signed original complaint that states the name of the official or employee alleged to have violated this Code and that sets forth the material facts involved in the allegation. The City Clerk shall forward the original complaint to the Ethics Board Chair within three working days.
- (b) Time limitations. No action may be taken on any complaint that is filed more than one year after a violation of this division is alleged to have occurred.
- (c) Ethics Board procedures. Following the receipt of a complaint:
  - (1) The Ethics Board shall notify the accused within ten calendar days.
  - (2) The Ethics Board shall convene within 20 calendar days.
  - (3) The Ethics Board may make preliminary investigations with respect to alleged violation of this Code. A preliminary investigation shall not be initiated unless the accused official or employee is notified in writing within ten calendar days from the initial meeting. The notice shall state the purpose of the investigation and the individual's specific action or activities to be investigated.
  - (4) The Ethics Board shall make every effort to conclude within 120 calendar days.
- (d) Hearings. If the Ethics Board finds that probable cause exists for believing the allegations of the complaint, the Ethics Board may issue an order setting a date for a hearing. If the Ethics Board elects to hold a hearing, the Ethics Board shall give the accused at least 20 calendar days' notice of the hearing date. Such hearing shall be conducted pursuant to the contested case hearing requirements of Wis. Stat. ch. 227 at open session unless the accused petitions for a hearing closed to the public and good cause to close the hearing is shown.
- (e) Right of representation. During all stages of an investigation or proceeding conducted under this section, the accused or any person whose activities are under investigation is entitled to be represented by counsel of personal choice and at personal expense.

- (f) Due process. The accused or the accused's representative shall have an adequate opportunity to:
  - (1) Examine all documents and records to be used at the hearing within a reasonable time before the date of the hearing as well as during the hearing;
  - (2) Have witnesses heard;
  - (3) Establish all pertinent facts and circumstances; and
  - (4) Question or refute any testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.
- (g) Power to subpoena and administer oaths. The Ethics Board shall have the power to administer oaths and compel the attendance of witnesses by issuing subpoenas as granted other boards and commissions.
- (h) Vote of the Ethics Board. The majority vote of the Ethics Board shall be required for any action taken by the Ethics Board.
- (i) Evidentiary standard. If the recommendation is that a violation of this division has occurred, the Ethics Board must be convinced by clear and convincing evidence that such violation occurred.
- (j) Violations.
  - (1) If the Ethics Board finds that a violation of this division has occurred, the Ethics Board shall report their findings in writing to the City Council, complainant, and accused, through the City Clerk, within ten working days after reaching a conclusion.
  - (2) If the Ethics Board determines that an official or employee has violated any provision of this Code, the Ethics Board may, as part of its report to the City Council, make any of the following recommendations:
    - a. In case of an official who is an elected City Council Member, that City Council considers sanctioning, censuring or removing the person.
    - b. In the case of a citizen member or other elected or appointed City officer, that the City Council consider removing the person from the committee, board or office.
    - c. In the case of an employee, that the employee's appointing authority consider discipline up to and including discharge of the employee.
    - d. That the City Council consider imposing a civil forfeiture in an amount not exceeding \$1,000.00 for each offense.
  - (3) If the Ethics Board finds that no violation has occurred, the Ethics Board shall notify the complainant, the accused, and City Clerk in writing within five working days.
- (k) Penalties.

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

(Code 1980, § 2.48(G)(3)—(G)(12))

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

Sec. 2-131. - Standards of conduct.

- (a) There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics.
- (b) Accordingly, the provisions of the following sections of the Wisconsin Statutes are made a part of this division and shall apply to public officers and public employees whenever applicable, to-wit:
  - Wis. Stat. § 946.10 - Bribery of Public Officers and Employees
  - Wis. Stat. § 946.11 - Special Privileges from Public Utilities
  - Wis. Stat. § 946.12 - Misconduct in Public Office



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

(Code 1980, § 2.48(C))

Sec. 2-132. - Disclosures.

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

- (1) *Disclosure of interest in legislation.* To the extent that a member of the Common Council and any public officer or employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Council on any legislation before the Council, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such legislation.
- (2) *Disclosure of interest in other matters.* To the extent that a member of a board, commission or agency, and any other public officer or public employee of the City of La Crosse knows thereof, such member, officer or employee, whether paid or unpaid, who participates in discussion or gives official opinion to any such board, commission or agency on any matter before it, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest such person has in such matters.
- (3) *Confidential information.* No public officer or employee may intentionally use or disclose information gained in the course of or by reason of such public officer or employee's official position or activities in any way that could result in receipt of anything of value for such person, or such person's immediate family as defined by Wis. Stat. § 19.42, or for any other person or organization, if the information has not been communicated to the public or is not public information.
- (4) *Special privileges.* No public officer or employee may use or attempt to use any public position to influence or gain unlawful benefits, advantages or privileges for the public officer or employee or others.
- (5) *Conduct after termination of employment.* No public officer or employee, after the termination of service or employment with the City, shall appear before any Board or Agency of the City of La Crosse in relation to any case, proceeding or application in which the public officer or employee personally participated during the period of service or employment, or which was under the public officer or employee's active consideration.

(Code 1980, § 2.48(D))

Sec. 2-133. - Gifts and gratuities.

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

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

- (b) The following is the policy to be followed in determining whether or not public officer or employees of the City of La Crosse may attend as a guest:
- (1) It will be the choice of the official or employee to accept or not accept guest status when such individual is the primary speaker or on the program agenda as a participant in the program.
  - (2) It will be the choice of the official or employee to accept or not accept guest status when such individual is honored for distinguished service.
  - (3) It will be the choice of the official or employee to accept or not accept guest status when such individual attends functions in other capacities than that as an elected official or as an employee of the City.
  - (4) It will be the choice of the official or employee to accept or not accept a meal at meetings which are instructional and job-related and, if the employee or official chooses to accept a meal, the cost of such should be submitted to the City of La Crosse for payment.

(Code 1980, § 2.48(E))

Secs. 2-134—2-164. - Reserved.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
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## Text File

File Number: 25-0086

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**Agenda Date:** 1/23/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** Request

**Agenda Number:**

# LA CROSSE WISCONSIN

## REDEVELOPMENT AUTHORITY OF THE CITY OF LA CROSSE

25-0086

The Department of Parks and Recreation has been assisting with the concept and development of the marina at River Point District. Staff received a proposal from Paragon for the following work:

Conceptual design to show the size & location of 2 marinas, 1 on each side of the War Eagle wreck site, that the City can use for Corps of Engineers & DNR review process as well as use to formulate a project budget. \$10,725 (This will take two to three weeks. We will start this without the survey and update things once we have better data. The final concept drawings will include the drone survey data.)

Staff recommendation is to fund this portion of the project with Planning Option Agreement funds. The current balance of that fund is \$159,759.00.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-1508

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**Agenda Date:** 11/21/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

**Agenda Number:**



*Progress on War Eagle, January 15, 2025*



*Eagle Rest Road, January, 2025*

# River Point District

## Project Management Report-January, 2025

**JBG Planning LLC**

# Contents

## Project Management Update-January, 2025

### Section 1.

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

### Section 2.

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

### Section 3.

A. Map Panel showing future infrastructure phasing and project schedules

### Section 4.

A. Metrics tracking and project impact per phase/project

# Monthly Activity Summary

**Public infrastructure Design, Planning: Work has ceased for the Winter as of November 15, 2024. Refer to the construction schedule for spring activities, page 10.**



# Monthly Activity Summary

## Investor/developer activity

### **Since last RDA Meeting:**

1. Coordination with Red Earth on Lots 3 and 4 and pending TIF application and Land Negotiation, Title Work
2. Coordination with RyKey on Lot 8 Schedule-Geo-Piers Completed
3. Coordination with all developers on Spring 2025 Schedules

## Option Agreement status:

### **RyKey Lot 8 Sold**

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

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

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

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

**Red Earth/War Eagle: Closed and under construction**

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

**Roush, Lot 2 Option Extended to July, 2025**

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

## Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Fielding inquiries from interested investors and future residents
- Field progress photography
- Construction meetings with contractors and construction managers
- Telephone Inquiries from developer/investors
- Rotary Presentation changed to June, 2025
- Ongoing communications with new investor on Outlot 1 opportunity
- Updating Smartsheet database on construction schedules
- Coordination on landscape maintenance estimates
- Meeting with investors on Outlot 1/McDowell property
- Fielding calls on future investments near marina study area

# Project Challenges and Opportunities

## **Analysis of challenges and opportunities narrative**

### **Challenges:**

1. Review with City Engineering/Public Works the implications of infrastructure ownership by the Redevelopment Authority short and long term
2. Unclassified excavation (contaminated soil) is always a potential cost challenge. Soil disposal costs \$75/cy at the La Crosse County Landfill. (Depending on concentration) and organics affecting the costs of footings/piers.
3. Anticipate the investment in the relocation and costs of the large electrical distribution line along the Black River frontage.
4. TIF application review and needs relative to city policy
5. Timing of projects given external factors such as financial, agency/environmental and supply chain issues.
6. Erosion control obligations after IGE contract is closed and ongoing outlot maintenance for publicly held outlets
7. Long Term Landscape Maintenance, Estimates Being Solicited

### **Opportunities:**

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

### **Future/existing potential funding solutions and strategies.** See

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

### **Ongoing investor/developer contacts/communications**

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

### **Public/media relations and communications updates**

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

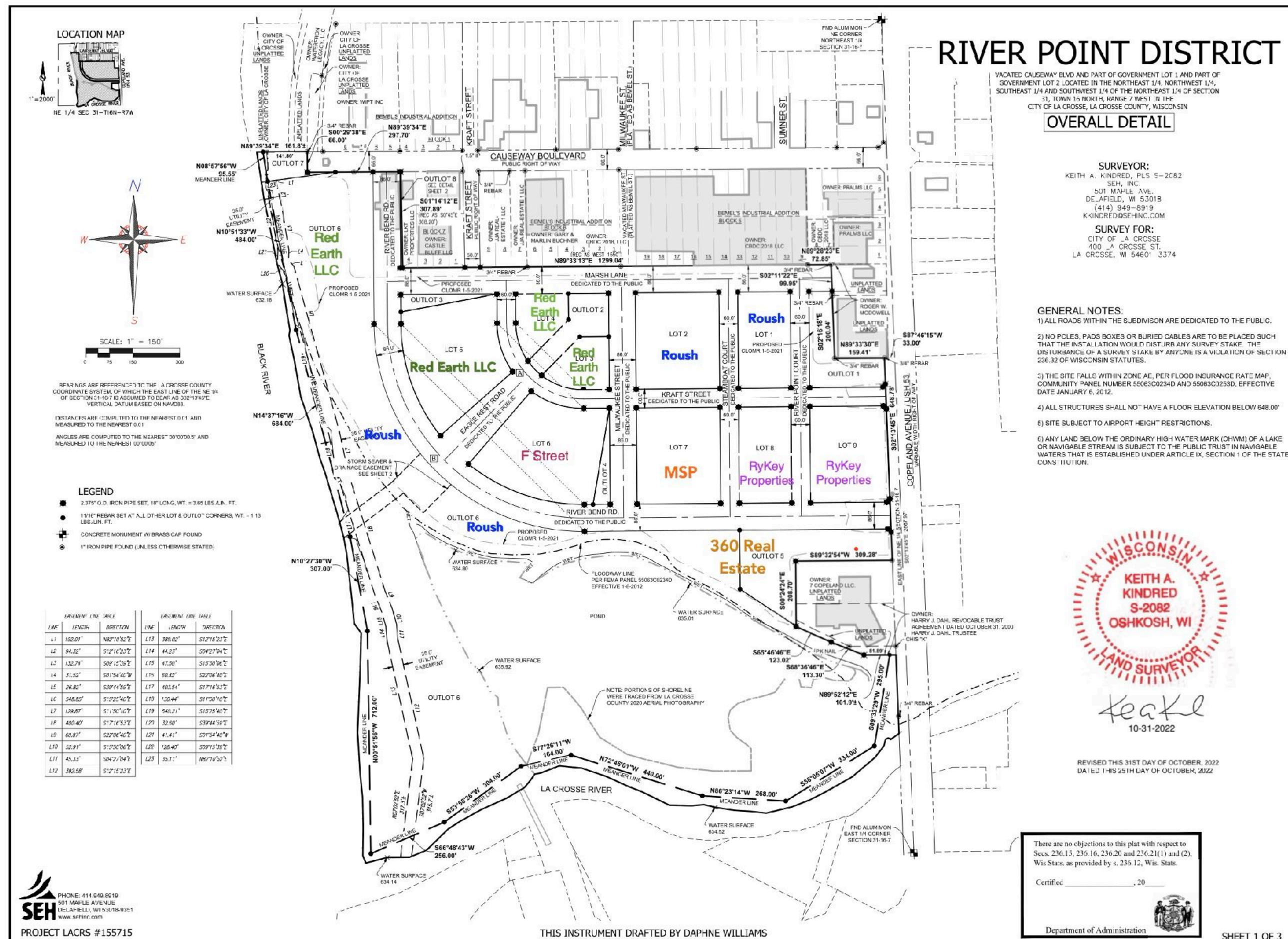
# Infastructure Project Updates

## The following items were covered at the January 16 Construction Meeting:

1. Marsh Lane real estate update
  1. Andrea noted appraisals completed
2. Development update
  1. Jason provided an update, War Eagle on track, RyKey Geopiers installed, Roush design development underway
3. Parks Department update
  1. Working on marina permitting
4. Phase 2 – River Bend Road Construction Construction update-Completed
5. Phase 3 – Construction Construction update
  1. Anticipate April start-up
6. Coordination with developers; driveways
  1. Red Earth discussion
7. Causeway Blvd. Construction Schedule update
8. Open Forum
  1. Jason noted call from citizen on wall

# Investment Phases Map

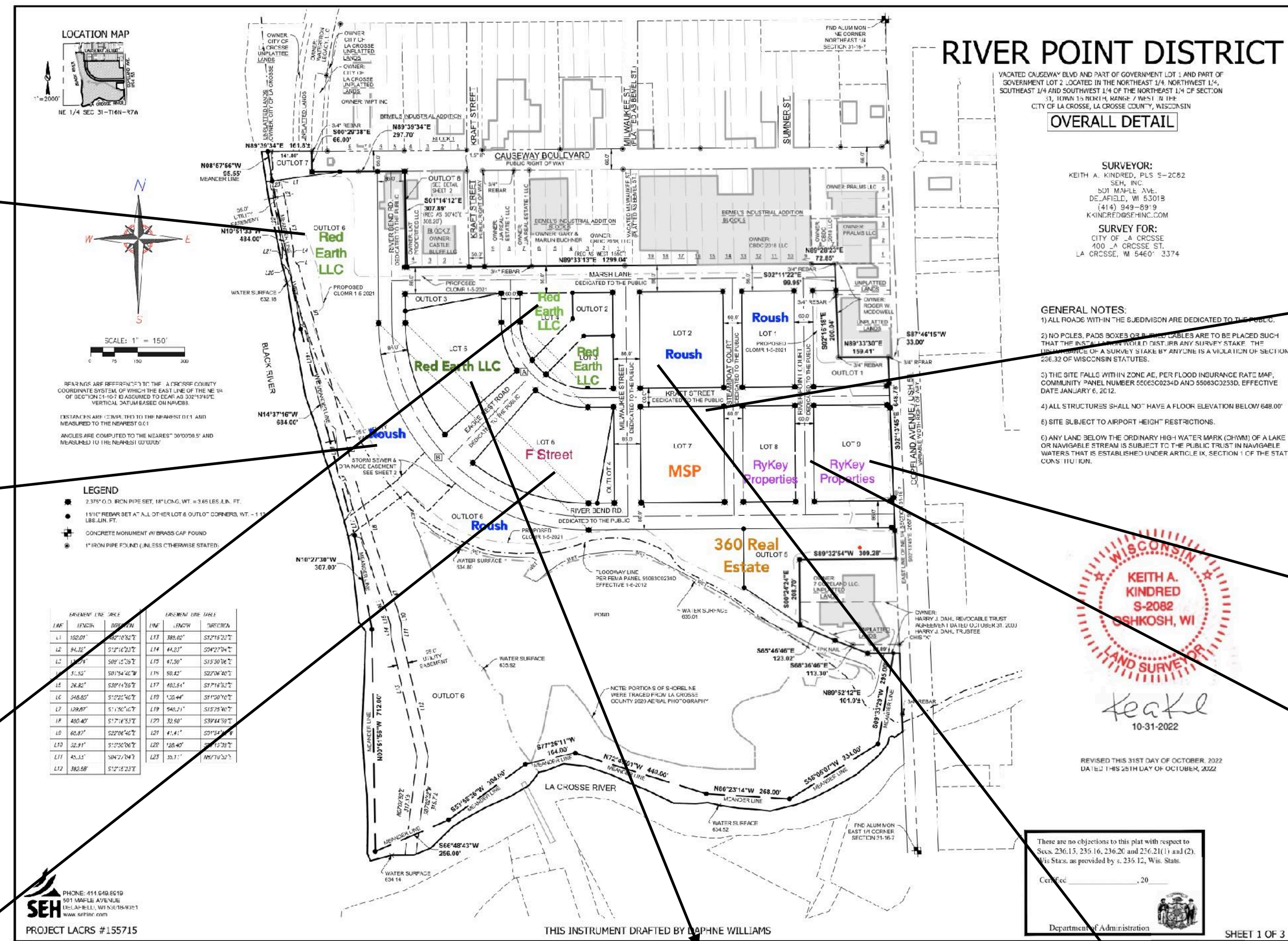
## Anticipated Private Investment Based on Current Option Agreements



Current Option Agreement Schedules:

- Option Agreement status:**
- RyKey Lot 8 Sold**
- RyKey: -Extension approved for Lot 9 Gateway Commons for 12 months to July, 2025.**
- 360: April 27-April 27, 2024 (12 months)-Approved a 12 month extension to August, 2025**
- F Street, 5th Extension approved to June 26, 2025-anticipate Spring construction commencement.**
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- Roush, April 25-October 2025 6 month first option on Lots 11 and 12**

# Investment Character Reference-Current Options



# Anticipated 2025 Development Schedules

Task	Q4			Q1			Q2			Q3			Q4			Q1			Q2			Q3		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>F Street Lot 6</b>																								
Expected Construction Commencement																								
Footings																								
Framing																								
Project Complete/Occupancy																								
<b>360 Real Estate Lot 13</b>																								
Expected Construction Commencement																								
Footings																								
Framing																								
Project Complete/Occupancy																								
<b>Roush Lot 11</b>																								
Expected Construction Commencement																								
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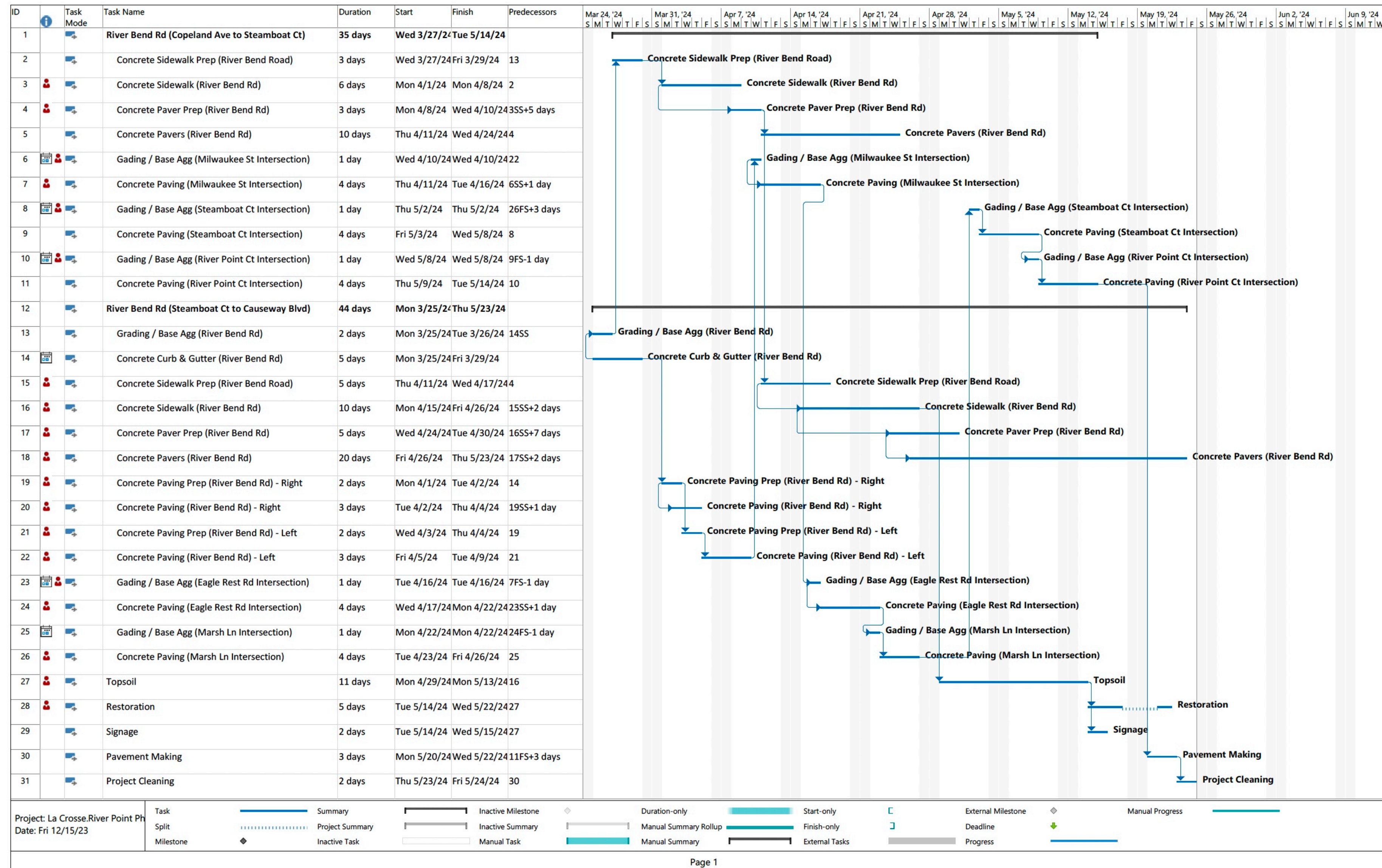
# Infrastructure Phasing Map



This map depicts the planned infrastructure phasing as of December, 2023, however, these phases are subject to alteration depending on the action of the Redevelopment Authority of the City of La Crosse which may be precipitated by investment activity, funding opportunities or constraints, the contracting and construction climate, environmental variables, partnerships and general economic conditions.

Phase 1 (2023 Construction Season) is expected to require the entire 2023 construction season to complete with finalization by June 1, 2024.

# Infrastructure Phasing-2024 Schedule





# Project Metrics

## Social, Environmental, Economic and Cultural Outcomes by Project

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

**See the Smartsheet tool.**

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

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

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

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

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

### **3. How the project achieve environmental metrics in the City**

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

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

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

# For Immediate Release

## 1. War Eagle Progress



War Eagle Progress, Week of January 15, 2025

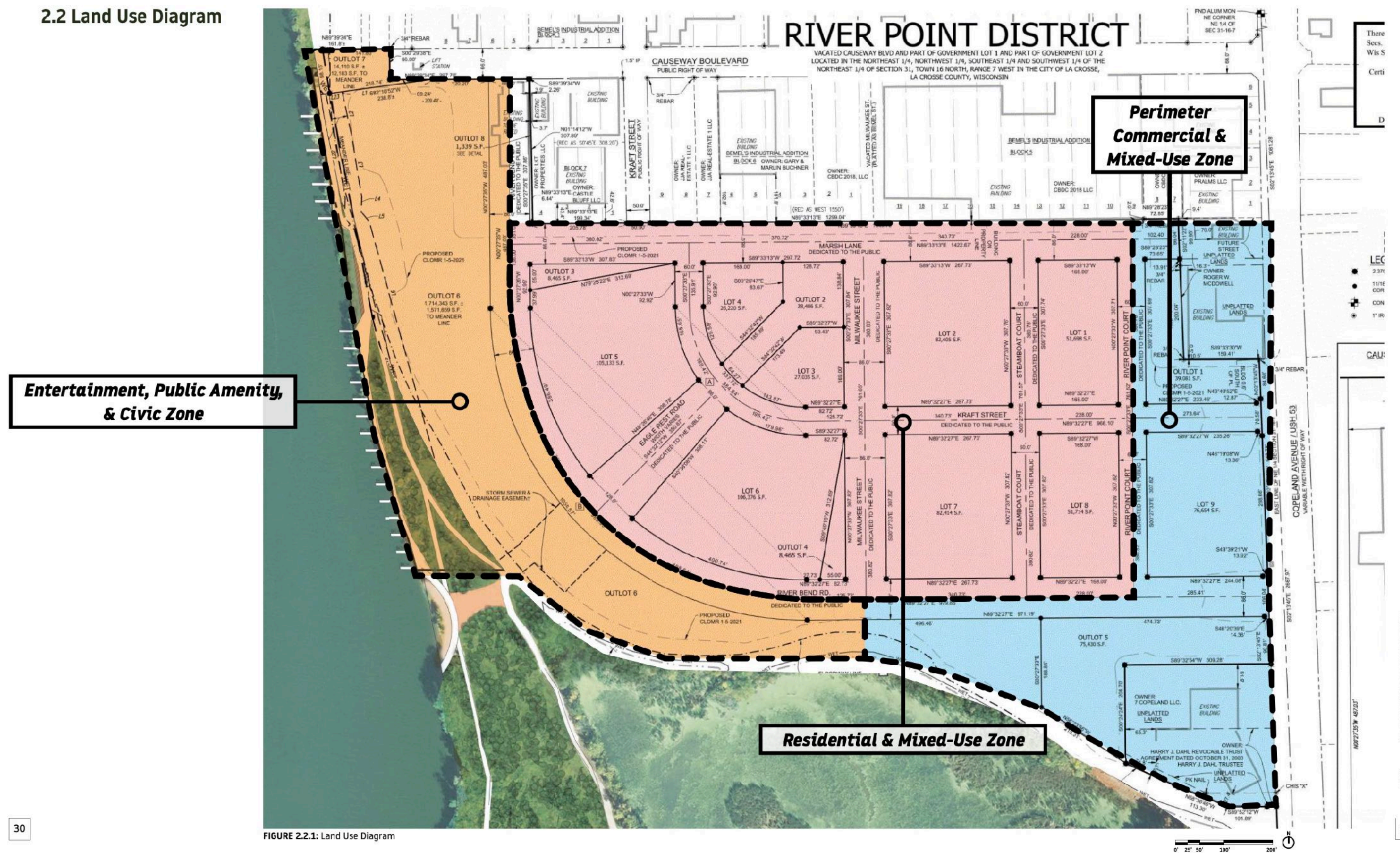
# Appendix

## PDD General Land Use Map-Newly Revised

### 2.0 SPECIFIC DEVELOPMENT PLAN

### RIVER POINT DISTRICT

#### 2.2 Land Use Diagram



# Appendix

## PDD General Land Use Map-Newly Revised

### 2.0 SPECIFIC DEVELOPMENT PLAN

### RIVER POINT DISTRICT

#### 2.3 Development Summary

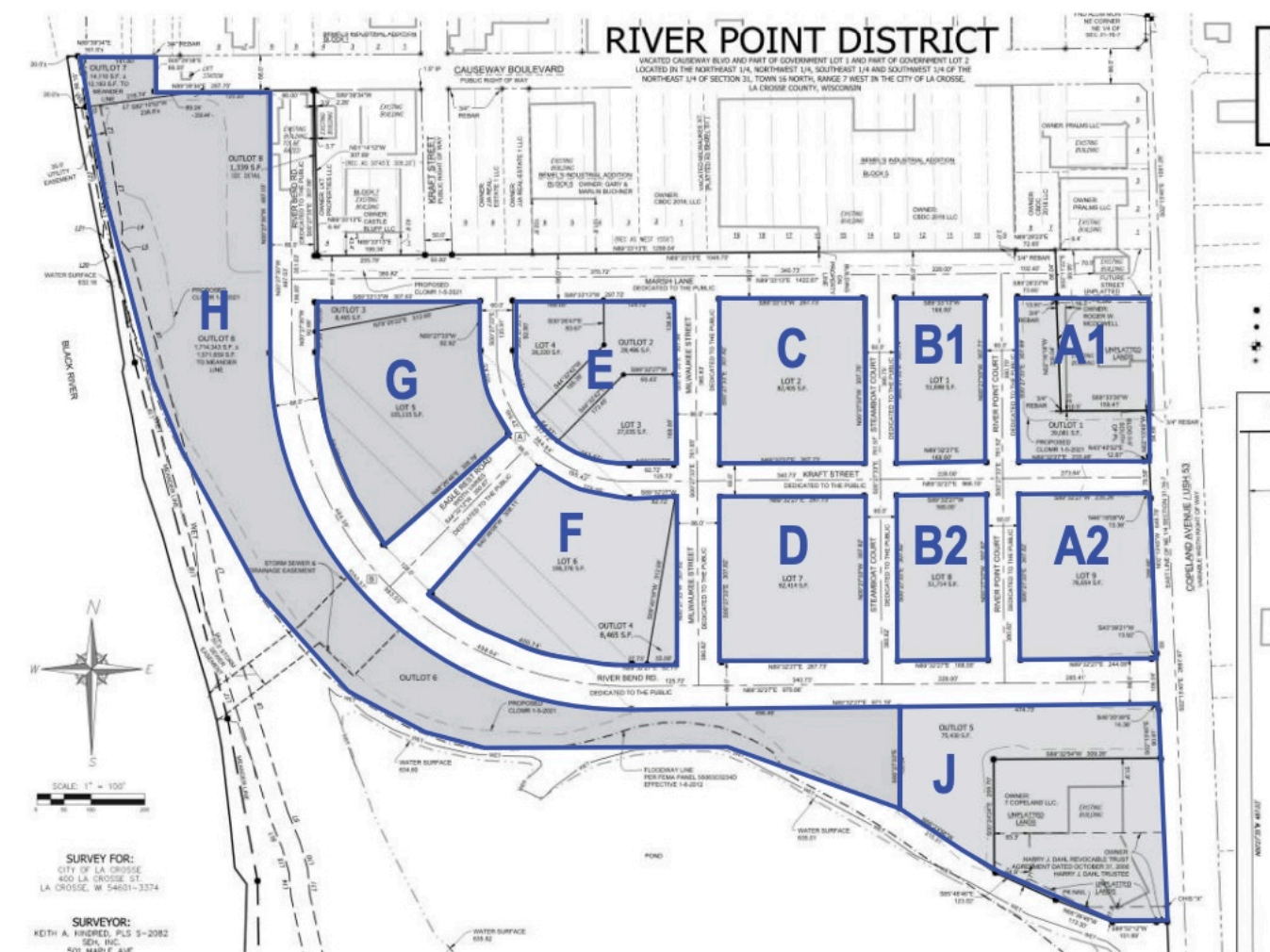
The development summary below outlines the approximate lot sizes, possible parking estimates, and potential building uses based on the conceptual masterplan illustrated in this PDD document. The below table in no way limits the use or size of individual buildings within the masterplan.

TABLE 2.3.1: Development Summary

Lot or Outlot	Approximate Square Footage	Approximate Acreage	Description
<b>ZONE A1 - Perimeter Commercial &amp; Mixed-Use Zone</b>			
<b>OUTLOT 1</b>	39,081	0.90	Zone A1 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone A1 shall be a minimum of 2 stories.</b>
<b>ZONE A2 - Perimeter Commercial &amp; Mixed-Use Zone</b>			
<b>LOT 9</b>	76,654	1.76	Zone A2 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone A2 shall be a minimum of 2 stories.</b>
<b>ZONE B1 - Residential &amp; Mixed Use Zone</b>			
<b>LOT 1</b>	51,698	1.19	
<b>ZONE B2 - Residential &amp; Mixed Use Zone</b>			
<b>LOT 8</b>	51,714	1.19	
<b>ZONE C - Residential &amp; Mixed Use Zone</b>			
<b>LOT 2</b>	82,405	1.89	
<b>ZONE D - Residential &amp; Mixed Use Zone</b>			
<b>LOT 7</b>	82,414	1.89	
<b>ZONE E - Residential &amp; Mixed Use Zone</b>			
<b>OUTLOT 2</b>	28,486	0.65	
<b>LOT 3</b>	27,035	0.62	
<b>LOT 4</b>	26,220	0.60	
<b>ZONE F - Residential &amp; Mixed Use Zone</b>			
<b>LOT 6</b>	106,376	2.44	
<b>OUTLOT 4</b>	8,465	0.19	
<b>ZONE G - Residential &amp; Mixed Use Zone</b>			
<b>LOT 5</b>	105,133	2.41	
<b>OUTLOT 3</b>	8,465	0.19	
<b>ZONE H - Entertainment, Public Amenity, &amp; Civic Zone</b>			
<b>OUTLOT 6</b>	171,434	39.36	Entertainment, Public Amenity, & Civic. Mixed Use opportunities. Multi family residential above retail.
<b>OUTLOT 7</b>	14,110	0.32	
<b>ZONE J - Perimeter Commercial &amp; Mixed-Use Zone</b>			
<b>OUTLOT 5</b>	75,430	1.73	Zone J allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. <b>Building height in Zone J shall be a minimum of 2 stories.</b>
<b>TOTAL</b>		57.35	

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

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



General Development Plan

2.0

33

32

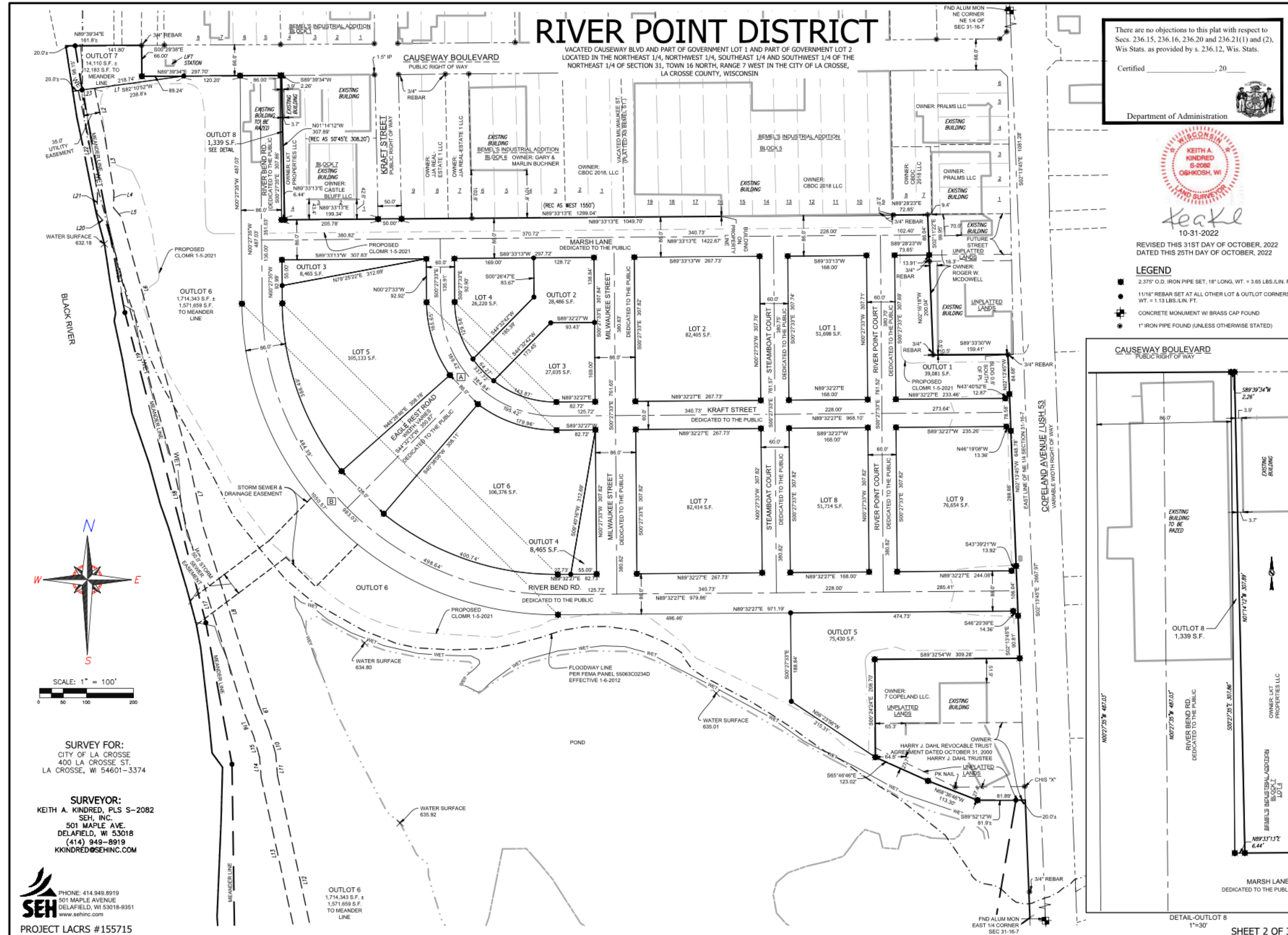
# Appendix

## PDD Master Plan-Reference Parcel Map

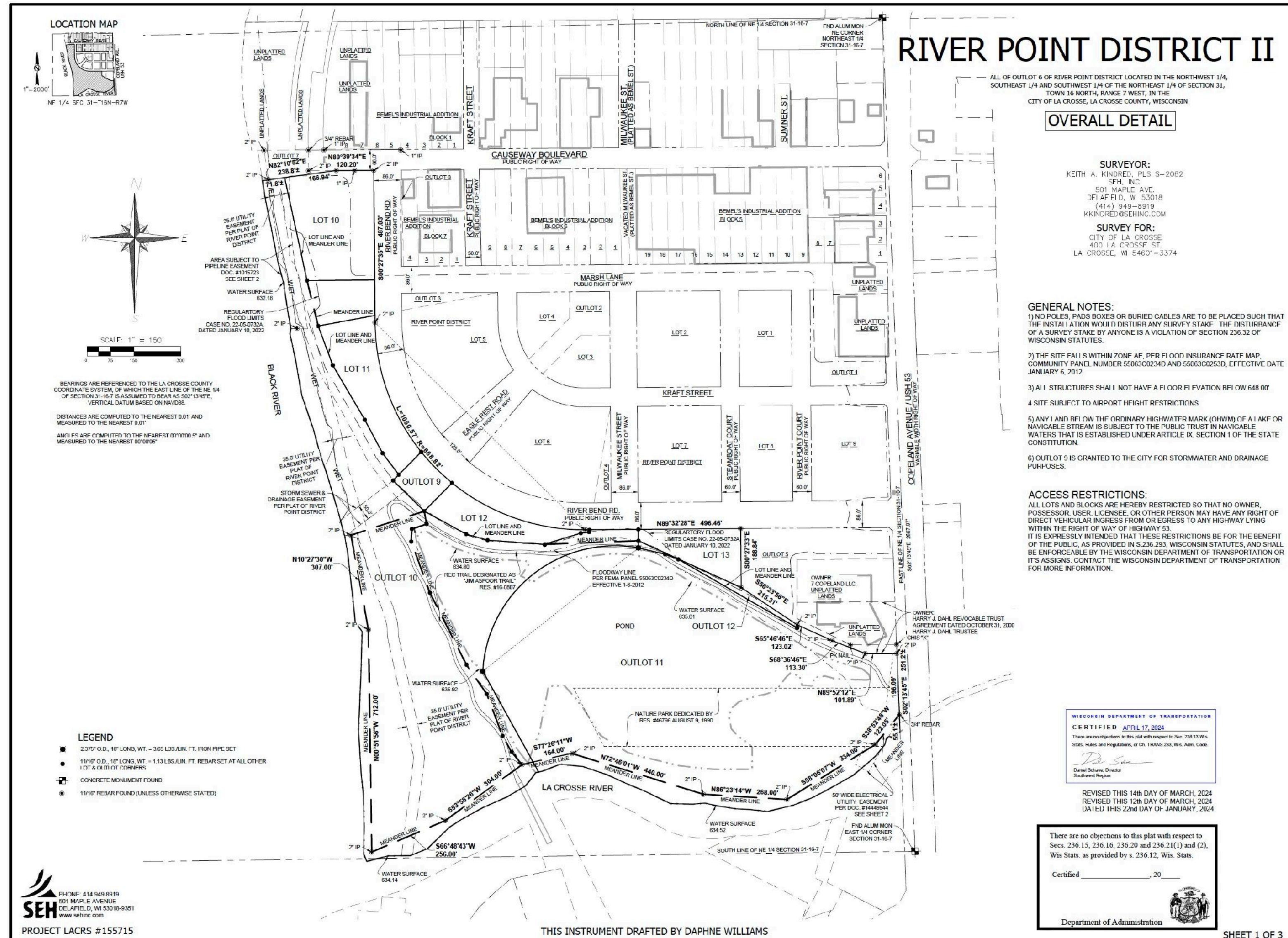
FIGURE 2.3.1: Site plan with labeled zones corresponding to the development summary.



# Appendix-Plat Lot Size Map



# Appendix-River Point District II Plat



# Appendix-Non Exclusive Option Language

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

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



# Appendix-Leasing Agents

Information for the Driftless Apartments:

MSP:

Justin Miller | Property Manager

MSP Real Estate, Inc

## **The Driftless**

323 River Bend Rd

La Crosse, WI 54603

P: (608) 292-8770

F: (715) 430-2462

[thedriftless@msphousing.com](mailto:thedriftless@msphousing.com)

Information for the War Eagle development, scheduled to start July:

Red Earth: Lori Fuselier [lori@3amigosapartments.com](mailto:lori@3amigosapartments.com)



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0085

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**Agenda Date:** 1/23/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** Report

**Agenda Number:**

## BALANCE SHEET

	Type of Statement: Co. Prep's												
	Date of Statement:	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024
<b>ASSETS</b>													
Cash - SB Checking		\$5,000	\$16,000	\$14,945	\$314,648	\$5,000	\$14,300	\$5,000	\$5,000	\$403,061	\$5,000	\$140,915	\$5,000
Cash - SB MM (Operating, UR)		\$466,263	\$460,447	\$454,131	\$457,792	\$442,688	\$438,341	\$419,584	\$920,671	\$904,312	\$1,194,976	\$1,188,343	\$1,182,078
Cash - SB MM Restricted Planning Option Agreement Deposits		\$75,995	\$74,295	\$79,295	\$79,295	\$96,295	\$96,295	\$108,845	\$117,345	\$116,295	\$144,795	\$159,795	\$159,795
Cash - SB MM Restricted Unspent City Reimbursement Phase III		\$47,018	\$47,073	\$47,127	\$47,184	\$47,241	\$46,731	\$0	\$0	\$0	\$0	\$0	\$0
Cash - SB MM Restricted Bond 2021 R-1		\$195,025	\$195,256	\$86,109	\$79,934	\$63,340	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)
Cash - SB MM Restricted Unspent TID 18 Reimbursement Phase II		\$370,557	\$370,994	\$371,419	\$62,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Current Assets</b>		<b>\$1,159,858</b>	<b>\$1,164,065</b>	<b>\$1,053,026</b>	<b>\$1,041,072</b>	<b>\$654,564</b>	<b>\$595,667</b>	<b>\$533,429</b>	<b>\$1,043,016</b>	<b>\$1,423,669</b>	<b>\$1,344,771</b>	<b>\$1,489,053</b>	<b>\$1,346,873</b>
Land - Estimated Value		\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$8,000,000	\$8,000,000	\$7,000,000	\$7,000,000	\$7,000,000
Note Receivable - Katchever/PSB (8/06/2024)		\$11,406	\$9,809	\$8,201	\$6,581	\$4,951	\$3,309	\$1,656	\$0	\$0	\$0	\$0	\$0
Note Receivable - Fenigor (12/06/2024)		\$14,242	\$12,990	\$11,729	\$10,460	\$9,182	\$7,895	\$6,599	\$5,294	\$3,980	\$2,658	\$1,327	(\$0)
Note Receivable - Gorman (02/28/2034)		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
<b>Total Assets</b>		<b>\$10,485,507</b>	<b>\$10,486,864</b>	<b>\$10,372,956</b>	<b>\$10,358,113</b>	<b>\$9,968,697</b>	<b>\$9,906,871</b>	<b>\$9,841,685</b>	<b>\$9,348,310</b>	<b>\$9,727,649</b>	<b>\$8,647,429</b>	<b>\$8,790,380</b>	<b>\$8,646,873</b>
<b>LIABILITIES</b>													
Contract Commitment - JBG Project Mgr		\$0	\$102,300	\$93,000	\$93,000	\$74,400	\$65,100	\$55,800	\$55,800	\$37,200	\$27,900	\$18,600	\$9,300
Contract Commitment - Gerke Phase I		\$12,950	\$12,950	\$12,950	\$12,950	\$12,950	\$12,950	\$0	\$0	\$0	\$0	\$0	\$0
Contract Commitment - SEH Phase II		\$65,215	\$65,215	\$58,537	\$29,059	\$18,703	\$18,703	\$0	\$0	\$0	\$0	\$0	\$0
Contract Commitment - SEH Phase III Design		\$124,218	\$124,218	\$14,848	\$8,569	\$2,209	(\$0.00)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)
Contract Commitment - SEH Phase III Admin		\$0	\$648,200	\$637,488	\$608,625	\$526,595	\$526,595	\$384,742	\$384,742	\$270,446	\$218,560	\$218,560	\$151,834
Contract Commitment - Chippewa Concrete Phase II		\$2,225,955	\$2,192,845	\$2,192,845	\$1,883,197	\$1,883,197	\$1,043,617	\$579,023	\$570,616	\$468,702	\$468,702	\$468,702	\$342,317
Contract Commitment - Integrity Grading and Excavation		\$0	\$0	\$0	\$0	\$7,107,456	\$6,481,205	\$5,985,418	\$5,985,418	\$3,205,676	\$1,776,466	\$1,776,466	\$1,000,140
<b>Total Liabilities</b>		<b>\$2,428,338</b>	<b>\$3,145,729</b>	<b>\$3,009,669</b>	<b>\$2,635,400</b>	<b>\$9,625,511</b>	<b>\$8,148,171</b>	<b>\$7,004,983</b>	<b>\$6,996,575</b>	<b>\$3,982,024</b>	<b>\$2,491,628</b>	<b>\$2,482,328</b>	<b>\$1,503,591</b>
Net investment in capital assets		\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$8,000,000	\$8,000,000	\$7,000,000	\$7,000,000	\$7,000,000
Unrestricted Funds		\$471,263	\$476,447	\$454,131	\$457,792	\$442,688	\$438,341	\$419,584	\$920,671	\$904,312	\$1,194,976	\$1,188,343	\$1,182,078
Restricted Funds		\$688,595	\$687,618	\$583,950	\$268,632	\$206,876	\$143,026	\$108,845	\$117,345	\$116,295	\$144,795	\$159,795	\$159,795
Unassigned Funds		(\$2,102,689)	(\$2,822,930)	(\$2,674,794)	(\$2,003,710)	(\$9,306,378)	(\$7,822,667)	(\$6,691,728)	(\$6,686,281)	(\$3,274,982)	(\$2,183,970)	(\$2,040,086)	(\$1,198,591)
<b>Net Position</b>		<b>\$8,057,169</b>	<b>\$7,341,135</b>	<b>\$7,363,287</b>	<b>\$7,722,713</b>	<b>\$343,186</b>	<b>\$1,758,700</b>	<b>\$2,836,702</b>	<b>\$2,351,735</b>	<b>\$5,745,626</b>	<b>\$6,155,801</b>	<b>\$6,308,052</b>	<b>\$7,143,282</b>
<b>Total Liabilities &amp; Net Position</b>		<b>\$10,485,507</b>	<b>\$10,486,864</b>	<b>\$10,372,956</b>	<b>\$10,358,113</b>	<b>\$9,968,697</b>	<b>\$9,906,871</b>	<b>\$9,841,685</b>	<b>\$9,348,310</b>	<b>\$9,727,649</b>	<b>\$8,647,429</b>	<b>\$8,790,380</b>	<b>\$8,646,873</b>



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0084

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**Agenda Date:** 1/23/2025

**Version:** 1

**Status:** Agenda Ready

**In Control:** Redevelopment Authority

**File Type:** General Item

January 23, 2025

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

This Project Management Agreement ("Agreement") is made and entered into this 1st day of February 2025 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and JBG Planning, LLC, a Wisconsin limited liability company, (the "Project Manager").

WITNESSETH:

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

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

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

**Appointment and Acceptance.**

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

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

**Term.**

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

**Project Management Services.**

1. (a) Project Manager shall have the responsibility for the following:
  - i. Establish a project management communications platform with the approval of the RDA to track all project progress and monthly status reports, including but not limited to assessing project opportunities and challenges, project timelines and critical dates, delays or interruptions, opportunities for economy of scale, collaborations or coordinated projects, changes in project scope or alterations, real estate value projections or economic metrics, project quality and standards and construction changes including contractor or subcontractor modifications.
  - ii. Maintain regular communications (weekly (staff), monthly (RDA)) with all associated technical staff, consultants, investors, developers and real estate professionals (project manager shall maintain a listserv).
  - iii. Maintain current information about the project on the project website and social media (as approved by the Executive Director and/or RDA) and update at a minimum, monthly.

- iv. Address weekly concerns or questions by investors/developers engaged in the project or pursuing engagement with the RDA and take issues to the RDA as needed.
- v. Advise the RDA and staff as to the opportunities and vulnerabilities of each agreement and impending project (proforma analysis), with the assistance of the RDA's financial consultant (Ehlers).
- vi. Assist in the administration of public financing of the project derived from TIF, RDA funding or other public sources.
- vii. Identify and assist in the pursuit of P-5 funding and grants (Public, private, non-profit, philanthropic or crowdfunding) for the project from public sources when these programs may bring additional benefit to the City and/or RDA's long-term interests or when they may advance the project due to financial constraints or opportunities. However, if RDA requests that Project Manager perform any services beyond the identification of grants, then Project Manager will charge RDA \$180/hour (its standard rate) for such services with an identified and mutually agreed upon not to exceed fee. Project Manager's responsibilities do not include completing or submitting applications for any grants, but Project Manager will be available to pursue or discuss grant /funding strategy, give general advice on grant/funding processes, and identify and apply for grants when requested and approved by RDA, understanding that Project Manager will charge the RDA \$180/hour for any such services. Notwithstanding any such advice, Project Manager is not responsible for the content of any grant submittal or the award or denial of any grant unless retained by the RDA to pursue said funding source.
- viii. Maintain data on the real estate holdings of the RDA in the development to communicate with the City on RDA real estate assets, changes in value or opportunities and vulnerabilities
- ix. Assist the RDA in maximizing the value of each real estate transaction by the RDA in terms of economic, social, environmental and cultural gains (establishing an evaluation tool with quantifiable metrics in each category to evaluate targeted return on investment for each real estate transaction)
- x. Manage the RDA's interests in each development agreement through construction, final inspection and occupancy of each project in River Point District.
- xi. Assist in the organization of public relations events such as groundbreakings and ribbon cuttings.
- xii. Advise the RDA and City on the need for any land use or permitting to adjust for projects as needed and facilitate official reviews by the City (such as a zoning or land use regulatory amendment).
- xiii. Send Requests For Expressions of Interest (RFEI's) or other advertisements to prospective investors to assist the RDA in securing future investment commitments.
- xiv. Manage the project from the standpoint of achieving the results ratified in the City's River Point District Master Plan and Planned Development District documents.
- xv. Assisting the RDA in guiding the infrastructure planning for the Development.
- xvi. Assisting the RDA in negotiating with prospective developers and purchasers for individual projects, subject to final approval of the RDA.

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

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



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

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

### **Project Management Performance Metrics.**

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

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

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

**RDA's Obligations Under this Agreement.**

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

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

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

**Expiration and Termination.**

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

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

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

If to RDA:

Redevelopment Authority of La Crosse c/o Andrea Trane, Executive Director  
400 La Crosse Street  
La Crosse, WI54601

If to Project Manager:

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

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

## Miscellaneous.

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

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

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

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

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

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

12. Compliance with all Laws. Throughout the Term, Project Manager agrees that it shall fully and faithfully comply with all laws, statutes, ordinances, common laws, rules, regulations, orders, decrees, and the like (collectively, "Laws") including, without limitation, any and all Laws relating to the licensing of property development managers.
13. Insurance. Project Manager shall, at its sole cost and expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
  - A) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage;
  - B) Project Manager will present proof of Automobile Insurance documenting that personal vehicle is used for business purposes;
  - C) Umbrella Liability Insurance of not less than \$1,000,000 per claim and annual aggregate; and
  - D) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers Compensation and Employees Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, Redevelopment Authority of La Crosse shall be named as an additional insured on any General Liability Insurance and Umbrella Liability Insurance. The certificate must state the following: The RDA, its officers, agents, employees and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, contracting party shall file with the RDA a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide RDA with a thirty (30) day notice prior to termination or cancellation of the policy. RDA reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

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

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

Redevelopment Authority of La Crosse

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By: Adam Hatfield, Chair

Dated

JBG Planning LLC

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By: Jason Gilman, Managing Member

Dated