

City Hall 400 La Crosse Street La Crosse, WI 54601

Meeting Agenda - Final

Redevelopment Authority

Thursday, April 25, 2024 4:00 PM Council Chambers

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

To join the meeting click this link (or typing the URL in your web browser address bar): https://cityoflacrosse-org.zoom.us/j/86856083204?pwd=SHdPbGJuaFRUdUF6d3puRk4zZVN0QT09 Meeting ID: 868 5608 3204; Passcode: RDA23; Dial by your location: +1-646-558-8656

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 March 28th, 2024 meeting.

Agenda Items:

<u>24-0590</u>	Request from Friends of the Marsh to access River Point District for annual Earth Fair marsh clean-up on Saturday, April 27, 2024.
<u>24-0558</u>	Monthly Financial Report - April 2024.
	Attachments: April Financials-Updated.pdf
24-0579	Monthly project management report for River Point District - April 2024.

Attachments: April 2024 Reduced.pdf

24-0580 Consideration and possible action on Planning Option Agreement with Rykey for Lot 8

(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: Lot 8 Option Agreement 04-08-2024.docx

Exhibit A Lot 8.jpg

Specific Development Plan document from PDD for Lot 8.jpg

<u>24-0581</u> Consideration and possible action on Option to Purchase Agreement Extension with 360 Real Estate Solutions for Outlot 5.

(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: Extension Draft 04-25-2024.docx

24-0593 Progress update from Roush Rentals on Lot 2 of River Point District.

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

Consideration and possible action on Planning Option Agreements with Roush
 Rentals for Lots 11 and 12.

(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: Roush Planning Option Agreement 11 and 12 Draft 2024.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, with as much advance notice as possible.

Redevelopment Authority Members:

Adam Hatfield, Edward Przytarski, Gus Fimple, Karen Dunn, Michael Signman, Julie Henline and Barb Janssen



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0590

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: Request

Agenda Number:



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0558

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

BALANCE SHEET	Λ 1	2	3
Type of Statement:	Co. Prep's		
Date of Statement:	1/31/2024	2/29/2024	3/31/2024
ASSETS			
Cash - SB Checking	\$5,000	\$16,000	\$14,945
Cash - SB MM (Operating, UR)	\$475,706	\$469,811	\$463,420
Cash - SB MM Restricted Planning Option Agreement Deposits	\$66,552	\$64,931	\$70,005
Cash - SB MM Restricted Unspent City Reimbursement Phase III	\$47,018	\$47,073	\$47,127
Cash - SB MM Restricted Bond 2021 R-1	\$195,025	\$195,256	\$86,109
Cash - SB MM Restricted Unspent TID 18 Reimbursement Phase II	\$370,557	\$370,994	\$371,419
Total Current Assets	\$1,159,858	\$1,164,065	\$1,053,026
Land - Estimated Value	\$9,000,000	\$9,000,000	\$9,000,000
Note Receivable - Katchever/PSB (8/06/2024)	\$11,414	\$9,816	\$8,208
Note Receivable - Fenigor (12/06/2024)	\$14,256	\$13,004	\$11,744
Note Receivable - Gorman (02/28/2034)	\$300,000	\$300,000	\$300,000
Total Assets	\$10,485,528	\$10,486,886	\$10,372,978
LIABILITIES			
Contract Commitment - JBG Project Mgr	\$0	\$102,300	\$93,000
Contract Commitment - Gerke Phase I	\$12,950	\$12,950	\$12,950
Contract Commitment - SEH Phase II	\$79,874	\$79,874	\$73,196
Contract Commitment - SEH Phase III Design	\$124,218	\$124,218	\$14,848
Contract Commitment - SEH Phase III Admin	\$0	\$648,200	\$637,488
Contract Commitment - Chippewa Concrete Phase II	\$2,225,955	\$2,192,845	\$2,192,845
Total Liabilities	\$2,442,996	\$3,160,387	\$3,024,328
Net investment in capital assets	\$9,000,000	\$9,000,000	\$9,000,000
Unrestricted Funds	\$475,706	\$469,811	\$463,420
Restricted Funds	\$679,152	\$678,254	\$574,661
Unassigned Funds	(\$2,112,326)	(\$2,821,566)	(\$2,689,431)
Net Position	\$8,042,532	\$7,326,498	\$7,348,650
Total Liabilities & Net Position	\$10,485,528	\$10,486,886	\$10,372,978



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Text File

File Number: 24-0579

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item



War Eagle Project expected to start June, 2024

River Point District

Project Management Report-April, 2024

JBG Planning LLC

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Contents

Project Management Update-April, 2024

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:

Right-of-Way and plat update

- •Right of way plat complete-May Council Meeting approval
- •Replat of Outlot 6 (Addition 1 to River Point District) final draft completed and ready for April Council approval

Construction Highlights

- Phase 3 Bid Awarded to IGE; Construction has commenced with an estimated completion of phase 3 by November, 2024. Concrete Sub likely to be Trierweiler Companies
- Causeway Blvd construction coordination for anticipated Spring start when River Point Drive is completed on our around May 19. Construction will take place west to east.
- MSP project progressing, temporary power installation underway
- Joint utility trench is prepared and is being evaluated by utilities for installation. Issue being resolved on variable bottom accommodating stormwater laterals.
- Lot 10 Letter of Map Revision for floodplain boundary underway.

Other:

- Fielding numerous resident inquiries-content includes map, illustrations and lease and sales contacts
- RyKey submitting new schedule and possible option.
- War Eagle awaiting CLOMR and stormwater determination by City with plans to close on property and commence construction in late June.
- F Street awaiting city's review of development agreement requested amendments
- Roush plans progressing
- 360 option extension presentation at April RDA meeting
- Merge option expiring
- Rotary Club Presentations planned May 6 and October, Optimist, May 15, Chamber Forum, April 12, complete.
- WXOW interview completed at Chamber Forum
- ULI Panel in Newark CT, March 24-30 Completed-information on housing strategies gathered and potential developer networks
- Phase 3 and 4 Reconstruction meeting completed (see attached notes)
- Communique to developers on issues to be aware of for construction and occupancy including stormwater agreement, water testing, environmental obligations and fire district approvals.

Next General Infrastructure Update Meeting: April 18, 2024

April 18, 2024 Phase 3 Reconstruction Meeting Summary

Plat Addition goes to the Council in April for approval

- Transportation Plat for Marsh Ln. is under review (City)
- City legal to work on conveying outlots to the City
- War Eagle to start early summer
- o Rykey (Lot 9) plans near complete; expect to start construction in fall of 2024 or Spring of 2025
- Marketing of Lots 11 & 12 continues
- Parks update reviewing options for a potential marina
- Phase 2 construction update o Started concrete paving last week
- Tentative completion date of June 1st
- Phase 3 construction update o Joint trench excavation completed, underground work currently, stormwater facilities by July, then all surface work (paving)
- Utilities
- Reviewing possible gas line conflict at Kraft and Copeland, gas in by April 29, plan for electric install in the next two weeks
- Causeway Blvd. O Anticipate June 1st start
- McLuen parcel keep sidewalk at approximately the grade of the terrace.
- Parcels at the end west end of Causeway create a CSM of the "tails" and place them as public right-of-way

Monthly Activity Summary

Investor/developer activity Since last RDA Meeting:

- 1. Coordination with RyKey on potential new option
- 2. War Eagle TIF development agreement signed and coordination on closing and construction start in June
- 3. F Street development agreement review underway
- 4. Supplemental term sheet for transfer/title documentation complete
- 5. Developer communique on construction and occupancy requirements
- 6. Coordination with the 360 Team on their plans for option extension-received and presentation pending April RDA meeting.
- 7. Coordination with Roush on plan development and possible new options
- 8. Communications with several new prospective investors

Option Agreement status:

RyKey: April 28-October 28 (6 month) -Extension approved for October 28 to July 28, 2024 (9 months). Executed and new option pending 360: April 27-April 27, 2024 (12 months) Request for 9 month extension

F Street, March 23-December, 23 (9 months) (9 month option extension approved to September, 2024) Anticipated fall '24 start.

MSP, Closed and Under Construction, occupancy by October 2024

Merge, April 23-April 24-Expiring

Red Earth/War Eagle: March 23-December 23 (9 months option approved to September, 2024), Anticipated late June '24 start. Roush, January to July, 2024, new options pending

Partnership Activity

JBG Planning LLC has met with the following stakeholders:

- Outreach to Lots 11 and 12 prospects
- Fielding inquiries from interested investors and future residents
- Preconstruction meetings with contractors and construction managers
- JBG Planning issued notice to developers on obligations for pressure and flow testing for water systems, stormwater agreements, fire district reviews and environmental obligations.
- Coordination with Xcel on joint trench issue and new standards for transformer setbacks (20 feet).

Project Challenges and Opportunities

Analysis of challenges and opportunities narrative

Challenges:

- I. Review with City Engineering/Public Works the implications of infrastructure ownership by the Redevelopment Authority short and long term
- 2. Schedule for Xcel Energy Work and coordinate accessibility of gas and electric with developers-close communications with engineers and developers
- 3. 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.
- 4. Anticipate the investment in the relocation and costs of the large electrical distribution line along the Black River frontage.
- 5. TIF application review and needs relative to city policy

Opportunities:

- 6. Continue to market the development opportunities-Outlot 1 assembly, parcels 1 and 8, and parcels 11 and 12 of the first addition to River Point District
- 7. Costs of parks/recreation improvements should be coordinated with grant application opportunities
- 8. WEDC's idle sites and community reinvestment grants
- 9. Inflation Reduction Act Funding and BIL Programs for Clean Water, Transportation (Trails) and Energy Systems
- 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.AARP partnerships in housing innovation
- 14. Public Private partnerships for Public Parking and/or programmable interior/exterior community spaces

Future/existing potential funding solutions and strategies. See

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

Ongoing investor/developer contacts/communications

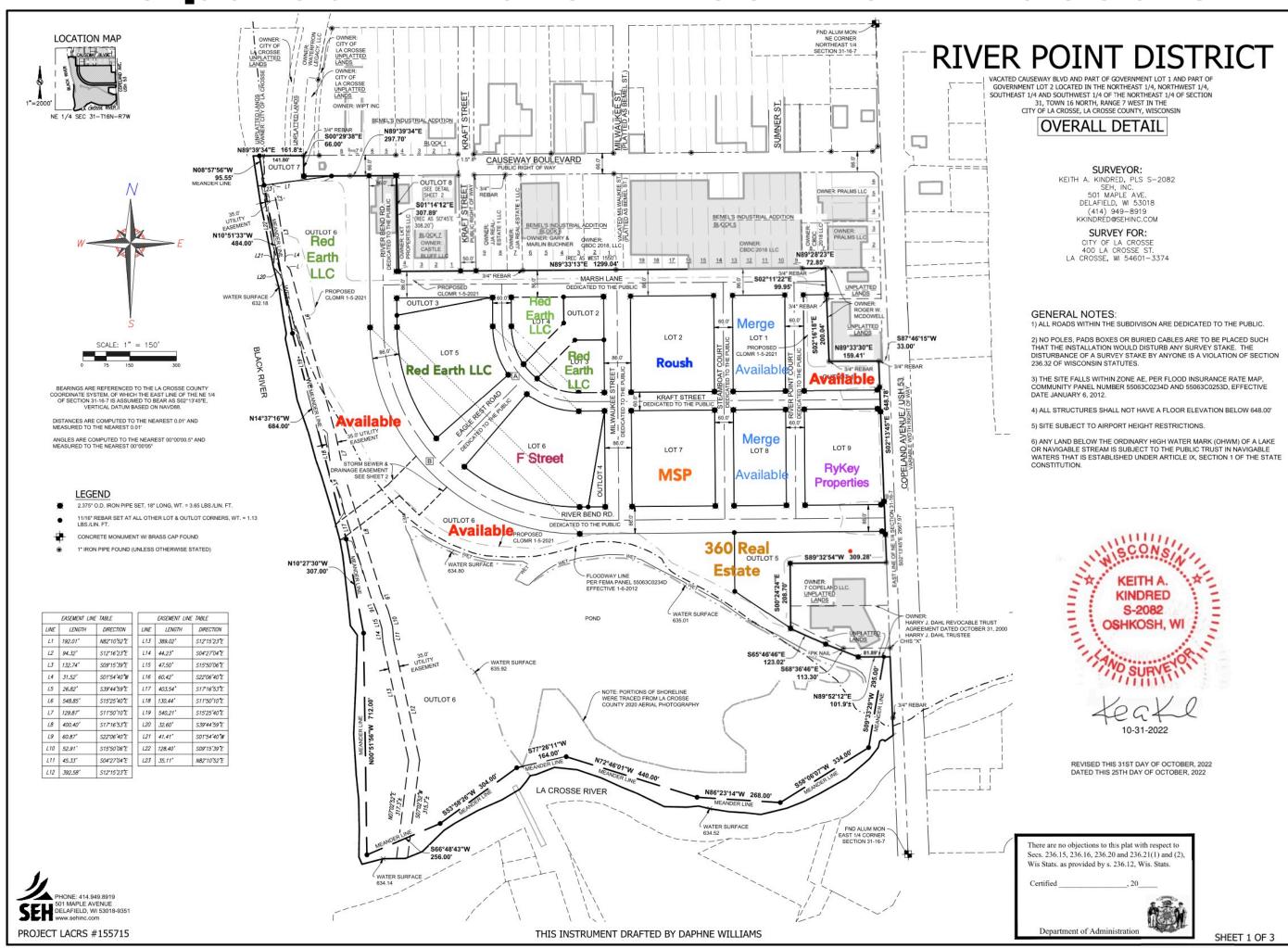
Meetings with both currently engaged investors and prospective investors are underway by JBG Planning LLC. Since some of these meetings involved RDA negotiations, communications on these meetings will need to be handled in closed session.

Public/media relations and communications updates

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

Investment Phases Map

Anticipated Private Investment Based on Current Option Agreements



Current Option Agreement Schedules:

Option Agreement status:

RyKey: April 28-October 28 (6 month) -Extension approved for October 28 to July 28, 2024 (9 months).

Executed.

360: April 27-April 27, 2024 (12 months)-9 Month

Extension Requested

F Street, March 23-December, 23 (9 months) (9 month option extension approved to September, 2024)

MSP, Closed and Under Construction

Merge, April 23-April 24 (12 months) Expiring

Red Earth/War Eagle: March 23-December 23 (9 months

option approved to September, 2024)

Roush: January 18-July 18, 2024 (6 month option)

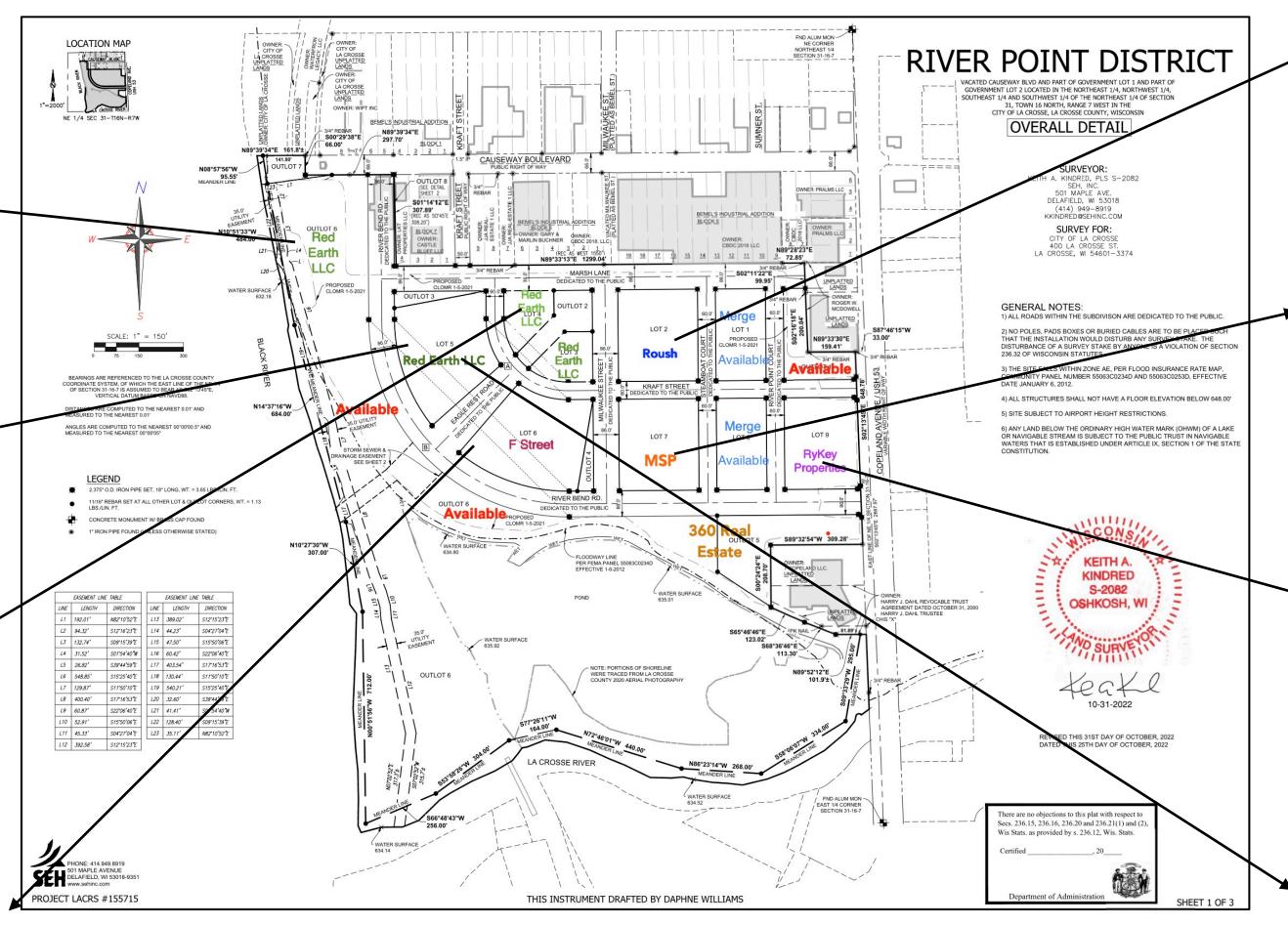
Investment Character Reference-Current Options















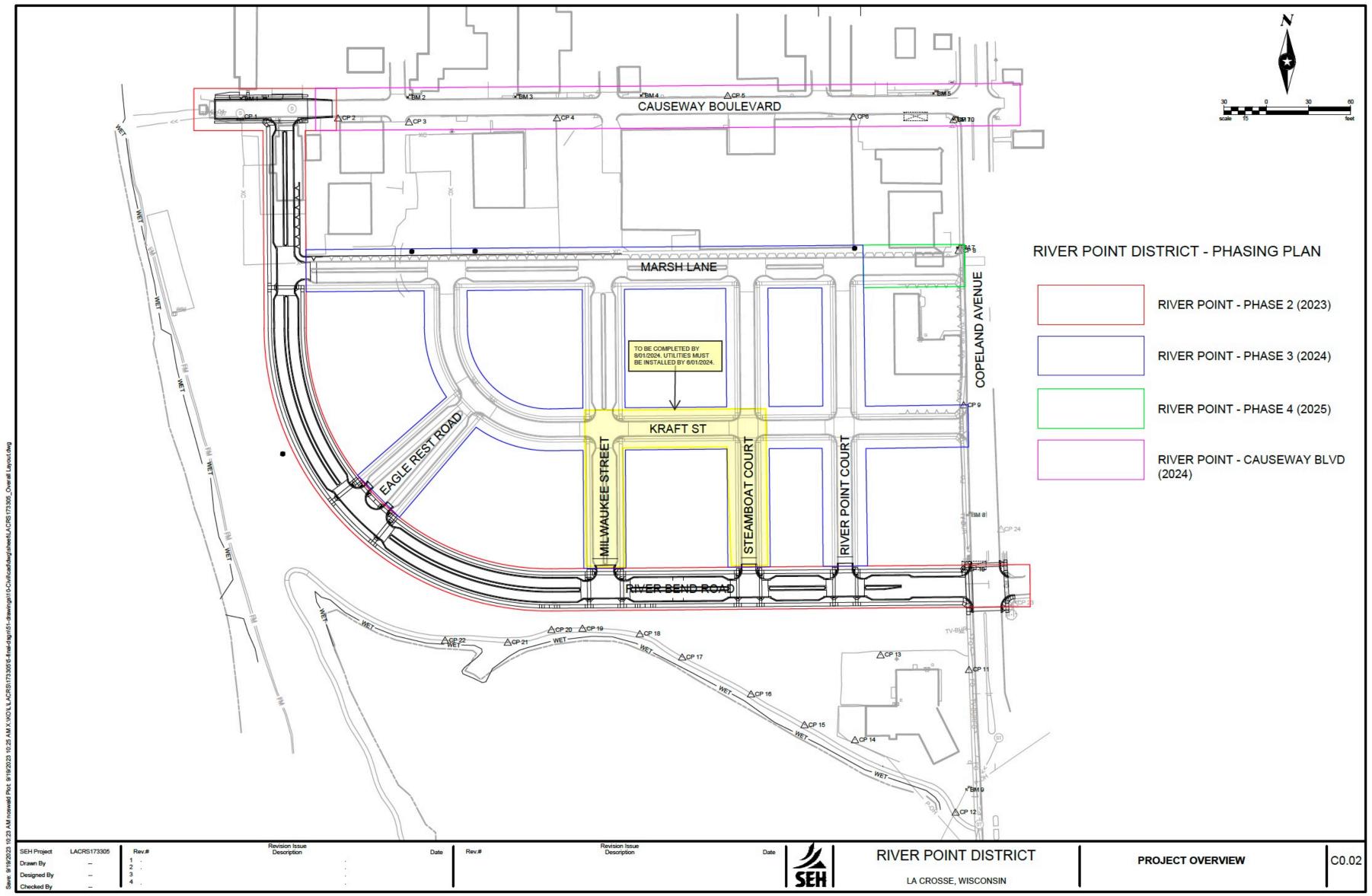








Infrastructure Phasing Map

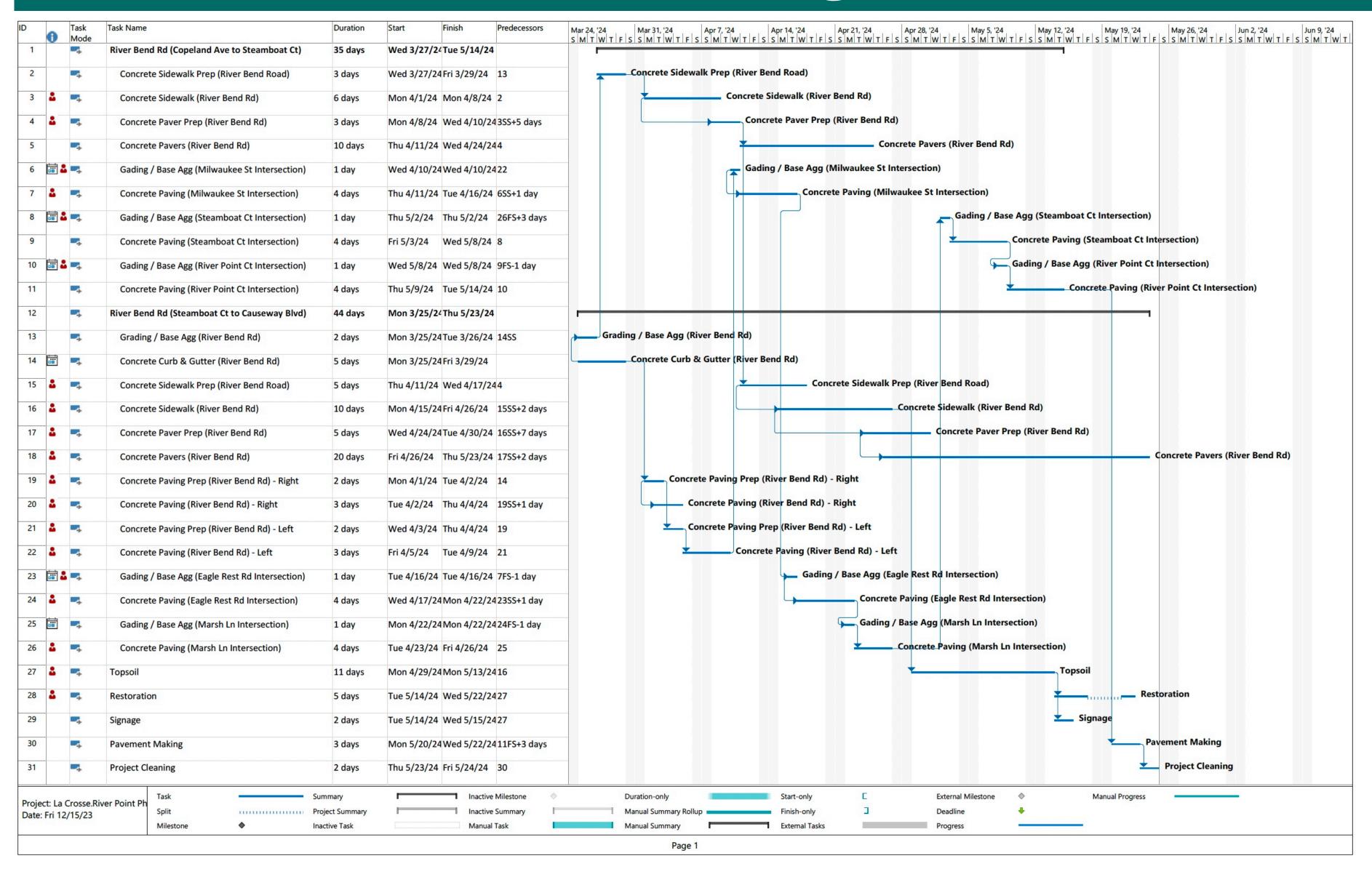


This map depicts the planned infrastructure phasing as of December, 2023, however, these phases are subject to alteration depending on the action of the Redevelopment Authority of the City of La Crosse which may be precipitated by investment activity, funding opportunities or constraints, the contracting 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 it's 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.

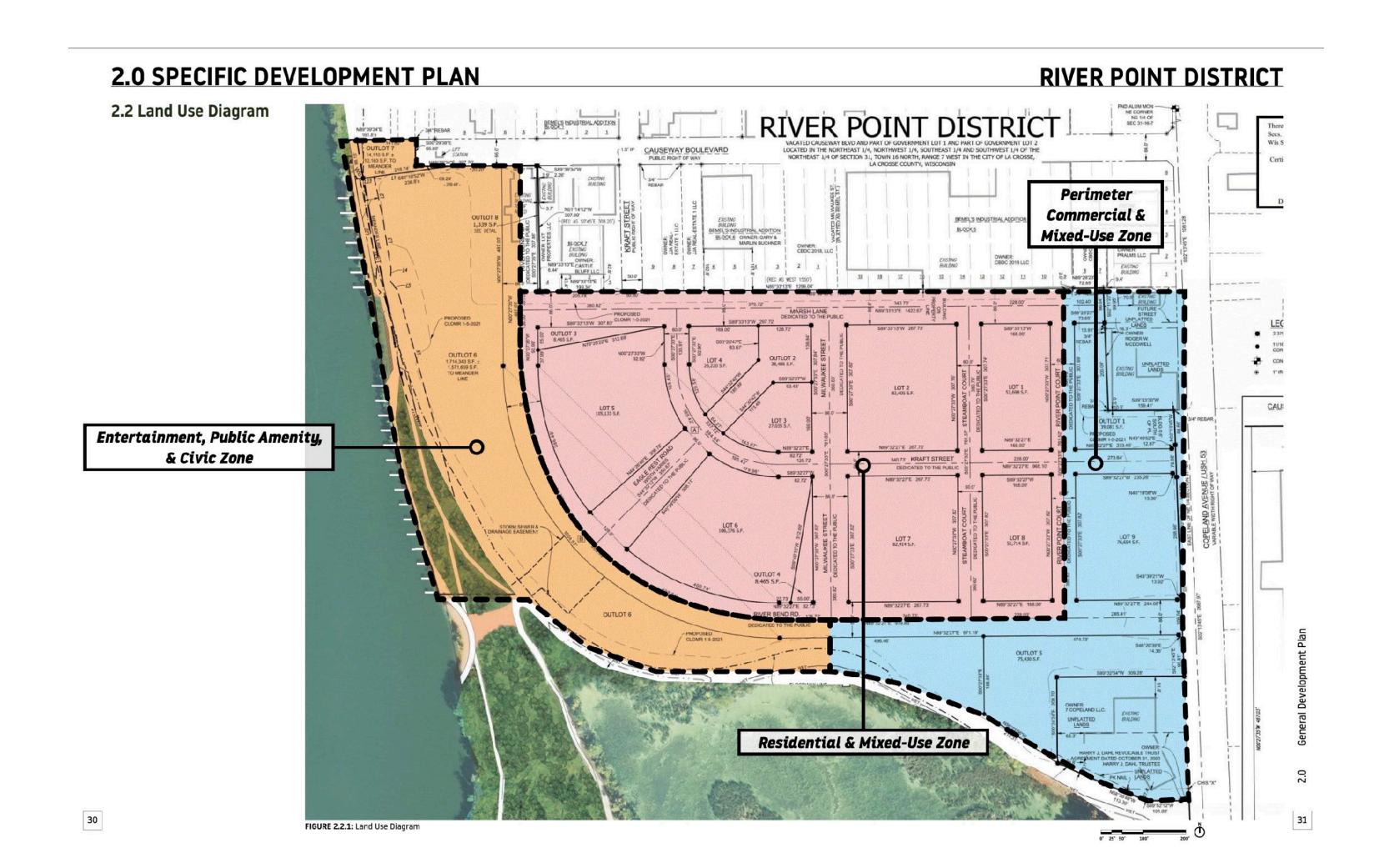
For Immediate Release

- 1. MSP's anticipated occupancy this fall will be celebrated by a ribbon cutting tentatively scheduled for May 7, 10:30AM
- 2. IGE's constriction of phase 3 has started and is anticipated to be complete by the end of the 2024 construction season (November, 2024)
- 3. Several new option agreements pending on parcels 8, 11 and 12 and an extension on Parcel 13 by 360 Real Estate.

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Appendix

PDD General Land Use Map-Newly Revised





Appendix

PDD General Land Use Map-Newly Revised

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

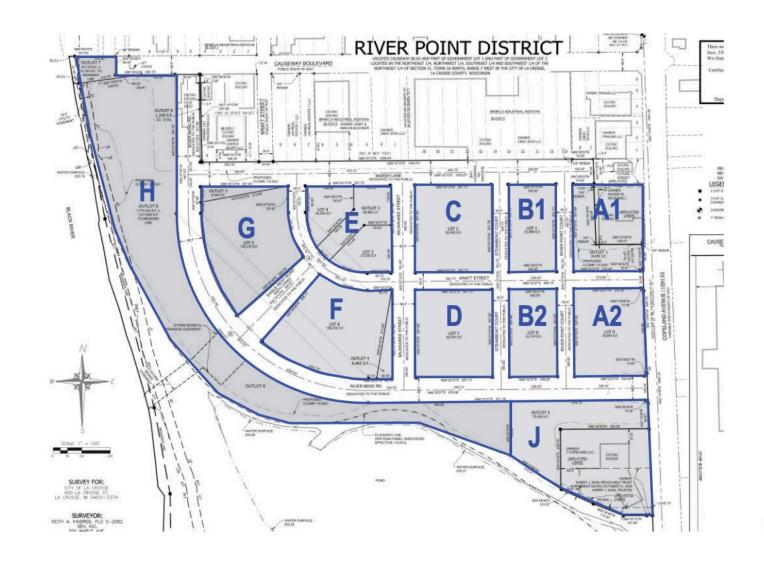
2.3 Development Summary

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

TABLE 2.3.1: Development Summary

Lot or Outlot	Approximate Square Footage	Approximate Acreage	Description
ZONE A1 - Per	imeter Commercia	I & Mixed-Us	se Zone
OUTLOT 1	39,081	0.90	Zone A1 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone A1 shall be a minimum of 2 stories.
ZONE A2 - Per	imeter Commercia	I & Mixed-Us	se Zone
LOT 9	76654	1.76	Zone A2 allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone A2 shall be a minimum of 2 stories.
ZONE B1 - Res	idential & Mixed U	lse Zone	
LOT 1	51,698	1.19	
ZONE B2 - Res	idential & Mixed U	lse Zone	
LOT 8	51,714	1.19	
ZONE C - Resi	dential & Mixed Us	e Zone	
LOT 2	82405	1.89	
ZONE D - Resi	dential & Mixed Us	e Zone	
LOT 7	82414	1.89	
ZONE E - Resid	dential & Mixed Us	e Zone	
OUTLOT 2	28486	0.65	
LOT 3	27035	0.62]
LOT 4	26220	0.60	
ZONE F - Resid	dential & Mixed Us	e Zone	
LOT 6	106376	2.44	
OUTLOT 4	8465	0.19	
ZONE G - Resi	dential & Mixed Us	e Zone	
LOT 5	105133	2.41	
OUTLOT 3	8465	0.19	
ZONE H - Ente	rtainment, Public	Amenity, & C	ivic Zone
OUTLOT 6	1714343	39.36	Entertainment, Public Amenity, & Civic. Mixed Use opportunities. Multi
OUTLOT 7	14110	0.32	family residential above retail.
ZONE J - Perin	neter Commercial	& Mixed-Use	Zone
OUTLOT 5	75430	1.73	Zone J allows for commercial/retail opportunities. Mixed use buildings with ground floor commercial/retail activation with residential floors above is favorable. Building height in Zone J shall be a minimum of 2 stories.
TOTAL		57.35	

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



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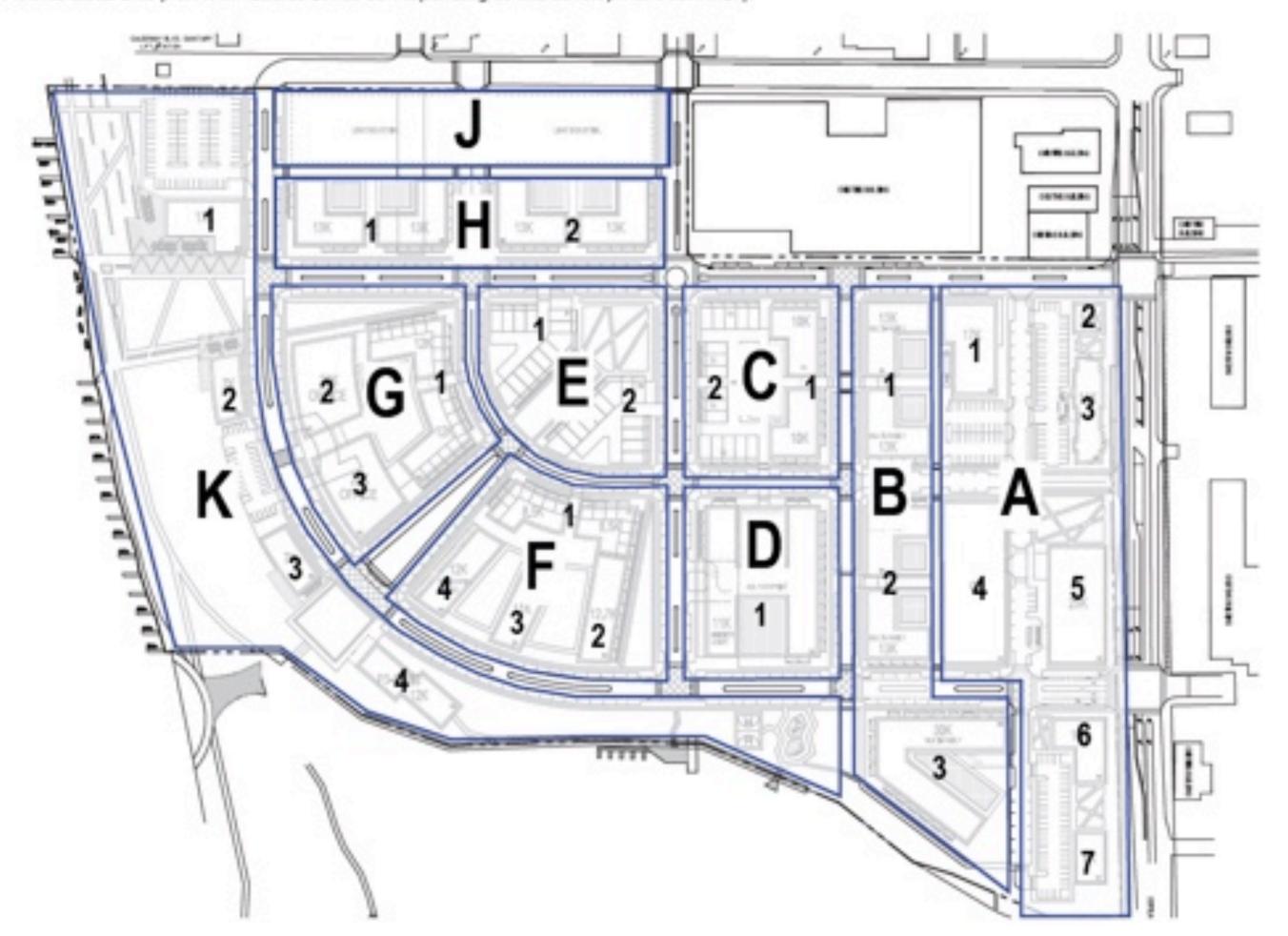
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Appendix

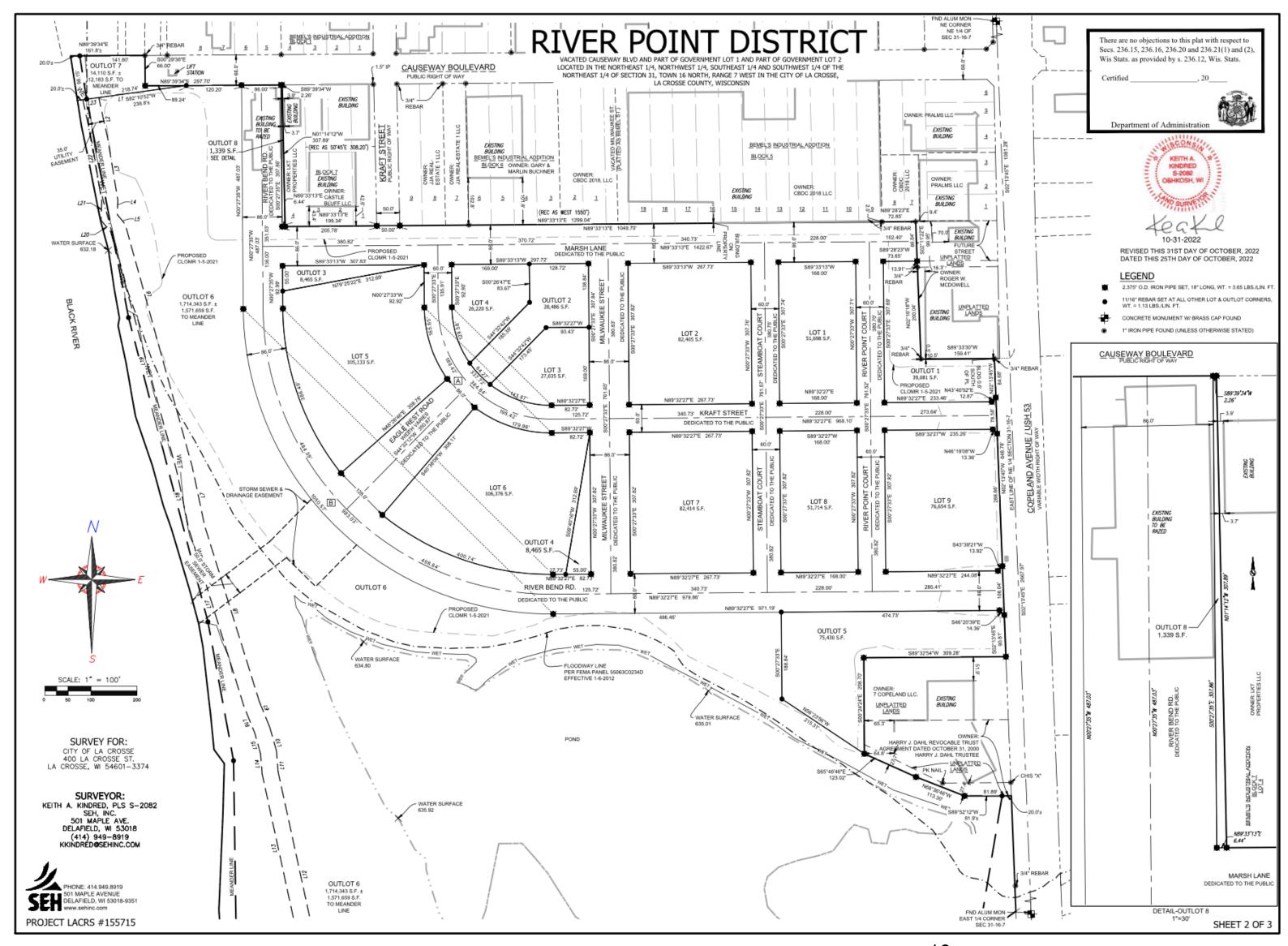
PDD Master Plan-Reference Parcel Map

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



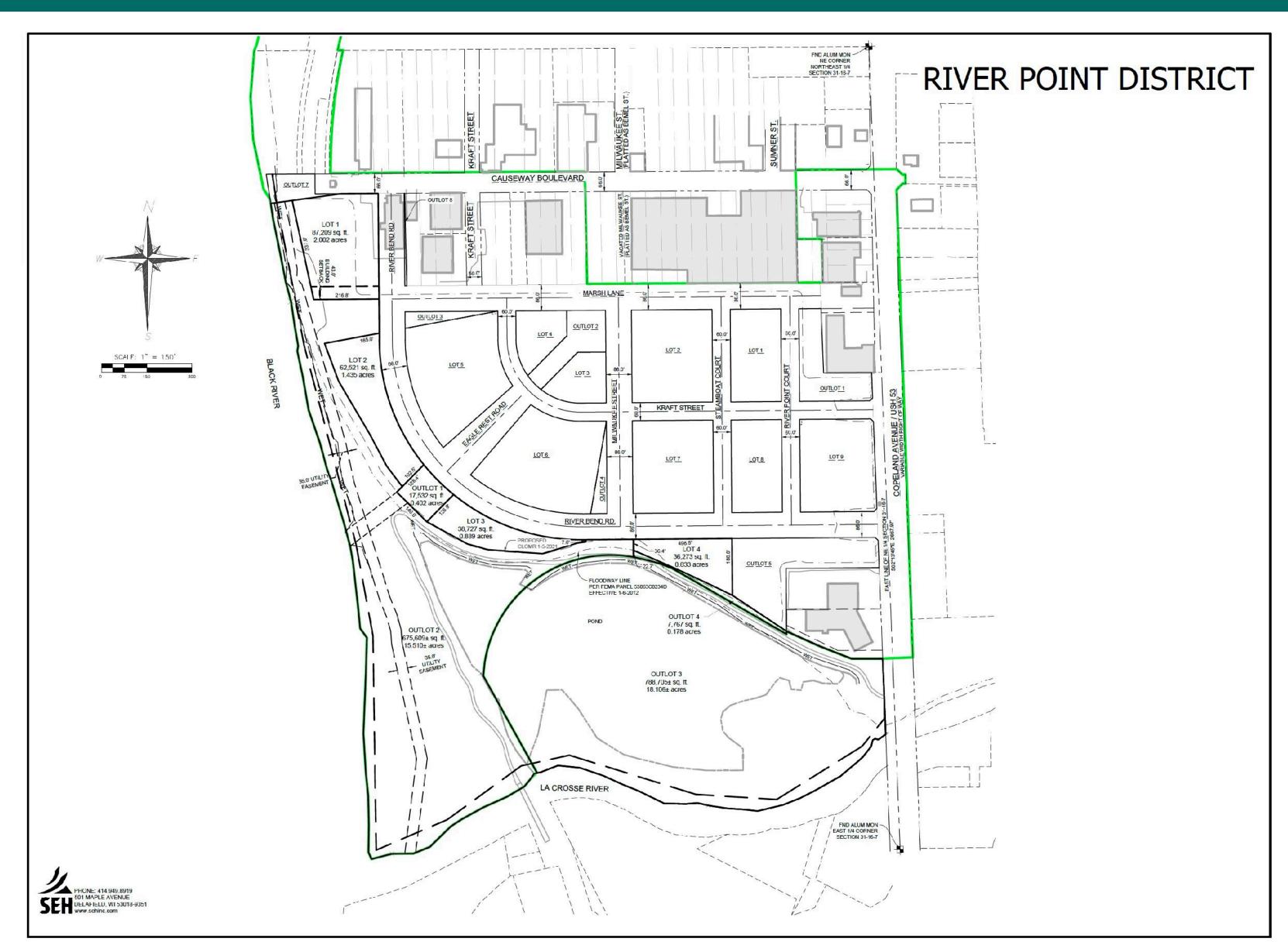
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Appendix-Plat Lot Size Map





Appendix-Outlot 6 RePlat Lot Size Map







City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0580

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this 25th day of April, 2024 (the "Effective Date"), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 5460I (hereinafter the "RDA"), and Rykey Properties, a limited liability company, having its office at 2004 Highland Avenue, Suite 2A, Eau Claire, WI 5470I (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI fully depicted in the Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a residential-mixed-use development with rental units and amenity space on Lot 8 of the Preliminary Plat as and as depicted in the revised PDD Specific Development Plan of River Point District as B-2, (hereinafter "Project Site"); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, RDA is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

- 1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring six (6) months after the Effective Date for the Project Site (the "Initial Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the "Extended Term").
- 2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars (\$10,000.00). These payments are non-refundable.
- 3. RDA, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
- 4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, environmental

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assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. Developer must also coordinate any site visit with the RDA's construction administrator, SEH, c/o Torey Leonard or his assigns.

RDA shall endeavor to terminate any such licenses for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

INSURANCE. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

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

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

5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.

- 6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
- 7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement for those projects involving Tax Incremental Financing, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council where TIF is involved.
- 8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
- 9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
- 10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
- II. In the event that RDA may provide financial assistance to DEVELOPER, then DEVELOPER understands that RDA shall approve any final design plans as a condition of receiving any financial assistance from City of La Crosse. City of La Crosse financial assistance, if any, may be in the form of land write-downs, Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
- 12. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, RDA shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
- 13. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to RDA all environmental reports and studies, and surveys relating to the Project Site.
- 14. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify RDA in writing of the termination.
- 15. In the event the RDA determines, in its reasonable judgment, that the DEVELOPER is not meeting its obligations under this Agreement, then the RDA may terminate this agreement and shall notify the DEVELOPER of this termination in writing.

- 16. RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.
- 17. This Agreement must be signed by the DEVELOPER and payment received within 14 days of the RDA's approval or the document will be void.

IN WITNESS WHEREOF,

this Agreement has been duly executed as of the Effective Date.

R	Adam Hatfield, Chair Andrea Trane, Executive Director/Secretary [DEVELOPER]
	[DEVELOPER]
	Lee Haremza, Owner

EXHIBIT A

PLAT

BAF

2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

2.3 Development Summary

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

SMLE 2.3.b Development Summary

Let ar Outlet	Approximate Square Frantage	Approximate Acresps	Secretion
DONE AT : Per	Imeter Commercia	A Wood Co	as Euro
OUTLOT 1	24,000	110	form its places for commercial reportures. Must use fulled with ground floor commercial initial activation with residential floors shown is formal to fluiding height in Zone Ki shall be a minimum of 2 shows.
CONE AZ - Per	meter Commercia	d Mined th	e Cone
MOT 9	7604	136	done his above for commences/most apportunents. Most our building with ground floor commencial/most a flootion with residents floors above is Torondin: Building beight in Zone KV shall be a retrieve of 3 stores.
COME B1 - Res	idential & Mixed C	toe Zone	
1071	11,000	1.19	
COME B2 - Res	idential & Mixed t	he Zone	
L07 8	11.758	1.19	
COME C - Resid	dential & Mined Ur	m Zome	
1.07.3	ROHOL.	1.89	
JONE 9 - Resid	dential & Mined Dr	e Zone	
1.077	80404	1.89	
DONE E - Resid	Acetial & Winsel Un	e Lone	
OUTLOT 3	Desire	0.65	
LOT 3	27686	0.62]
LOT 4	26230	0.60	
JONE F - Resid	hential & Mixed Us	e Zone	
L07 e	106374	2.66	
OUTLOT 4	890	0.19	
ZONE G - Resh	dential & Mixed U	e Zone	
L018	208189	2.61	700
OUTLOT 3	AMES.	6.10	I
JONE H : Exte	rtainment, Public I	Amenity, & C	Ovic Zone
OUTLOT &	254949	10.16	Drientameners, Public Resents, & Cole. Miseel liter apportunities. Multi
OUTLOT T	16130	8.10	Sandy residential phose retail.
JONE J - Perin	neter Commercial	& Minerle Con	Zone
OUTLOT S	15400	1.79	Since I advocator communicación regionalistica. Minest cun fautorigo with ground floor communicación del activativos with residential floors attener is floorsafter fluidong fauglet in Zince I shall file a Minimum of J districe.
	×		163434
TOTAL	4.5	52.16	La constant de la con

FBINK 2.3.2 Ste plan with labeled cores corresponding to the development summary.



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2.0 SPECIFIC DEVELOPMENT PLAN

RIVER POINT DISTRICT

2.4 Land Use Regulation Table

	Rey	Street Street	ALC: UNKNOWN	a received
-	Permitted uses subject to City regulations		Perimeter	Distribution
N	Prohibited	Residence L Monthly Date	Commercial & Month	Add Amenty
	Conditional uses subject to Oto regulations	Mana - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1	Visc Street	Date Zone
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				_
Service of	ment facilities and Services			
LOVE WY	ent affices, services, and facilities			
Service 1	6al			
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month.	Annual Section Section	-		
Minusipal I	for the elderly		-	-
	community and other living amangements			-
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Die Ges	and three family units	-	-	
	nen and hurrary harrien		- 1	- 1
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	and collection storm			
Acres .	and declarate storm			-
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AT MISS	nom.	-		- 6
	ten parts and accessories without installation.	-		- 14
Will's	aim and service	- 1		- 14
ferial be		-	-	
	includes with draw through			- 1
Financial	institutions with no drive through facilities		7.00	- 10
	hops and beauty shape.			- 1
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	n and Taprooms	-		THE REAL PROPERTY.
	Subply Shares	- 6	Para	
	mail or business offices.	STREET, STREET,		- 10
	and photographic supply stores.	THE RESERVE	-	
a Test		- 6	_	
	services.	-	_	
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money.				
	philatelic states cal recreation facilities	-		
		-	-	-
	r & electronic equipment sales & service			
	ary offices and shape			-
DOM:		-		-
	echanges	_		
wit state	ents stores	-	-	

TABLE 2.4.1: Land-use Regulation Table

All uses are subject to an extebiohed minimum of nestrictions of the River Point Gratnet PDD including but not limited to berailine design guidelines. Table 2.3.1 Land-use Regulation indicates the Permitted, Prohibited, and Conditional building uses within the River Point District Character zones (Refer to figure 2.1.5). Any use not listed in this table is assumed to be prohibited. Definitions of terms are the same as the definitions already initiational in the City of La Crosse zones. Report Additional institutions may be extablished through agreements between the City, property owners, and business proposed within the River Point District, Underlying zoning limitations (per city zoning ordinance) may also be applicable if zoning is changed under the River Point District PDD.

	fey	Acres to the	ALC: UNKNOWN	of the other land
	Permitted uses subject to City requisitions		Permeter	District annual of
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	Conditional year, subject to City regulations.	Missi the Sale	tion livre	Data Zone
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Appear of		-		- 14
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Hadical,	dental, & health services, certified by Scale			
Accep	er services	-		
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NOT FOR J		Parents	P. Committee	- 14
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TABLE 2.4.2: Land-use Regulation Table contd.

General Development Plan

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City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0581

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

Agenda Number:

Extension to the Option to Purchase Agreement

This extension is made to be effective as of April 25, 2024 by and between the Redevelopment Authority of La Crosse ("RDA") and 360 Real Estate Solutions 5, LLC, a Wisconsin Limited Liability Company, ("DEVELOPER").

On April 27, 2023, the parties entered into the Option to Purchase Agreement ("Agreement"), with the ability to extend the term if mutually agreed upon.

NOW, THEREFORE, the parties mutually agree and state as follows:

- 1. The RDA agrees to award the developer an Extended Term of six (9) months, effective April 25, 2023
- 2. The DEVELOPER agrees to pay an additional Ten Thousand Dollars (\$10,000), an amount agreed upon in the initial agreement.

Redevelopment Authority of La Crosse		
Adam Hatfield, Chair		
Andrea Trane, Secretary		
Developer		

360 Real Estate Solution 5, LLC



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0593

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: Status Update

Agenda Number:



City Hall 400 La Crosse Street La Crosse, WI 54601

Text File

File Number: 24-0585

Agenda Date: 4/25/2024 Version: 1 Status: Agenda Ready

In Control: Redevelopment Authority File Type: General Item

Agenda Number:

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this **25**th day of April, **2024** (the "Effective Date"), by and between Redevelopment Authority of La Crosse having its office at 400 La Crosse Street, La Crosse, WI 54601 (hereinafter the "RDA"), and Roush Rentals, a limited liability company, having its office at 707 La Crosse St. Ofc 102, La Crosse, WI 54601, (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the RDA owns property located at River Point District, in the City of La Crosse, County of La Crosse, WI Inclusive of all tax parcels in the River Point District Plat, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a residential mixed-use development with rental and/or condominium units and retail/commercial space on **Parcels II and I2** as depicted in River Point District II Plat (hereinafter "Project Site"); and

WHEREAS, RDA desires to see the Project Site developed into an active mixed-use development that complies with the Planned Development District Master Plan, generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, RDA is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

- 1. The RDA hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring six (6) months after the Effective Date for the Project Site (the "Initial Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the "Extended Term").
- 2. To secure the Initial Term, DEVELOPER shall pay RDA a payment in the amount of Five Thousand Dollars (\$5,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to RDA an additional payment in the amount of Ten Thousand Dollars (\$10,000.00). These payments are non-refundable.
- 3. RDA, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
- 4. RDA, upon receipt from DEVELOPER of proof of insurance with the following terms, the RDA hereby grants DEVELOPER full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion

of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. If the DEVELOPER must use a contractor for any of the above services then contractor is required to provide proof of Professional Liability and Pollution Liability insurances, with the Redevelopment Authority named on the policy. This access is subject to any preexisting easements and licenses on the Project Site. Developer must also coordinate any site visit with the RDA's construction administrator, SEH, c/o Torey Leonard or his assigns.

RDA shall endeavor to terminate any such licenses for which the DEVELOPER determines termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for RDA to terminate such licenses.

INSURANCE. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

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

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

5. DEVELOPER shall keep the Project Site free from and clear of all liens and defend, indemnify and hold harmless the RDA, and their officers, employees, contractors and agents, from and against all claims, actions, losses, liabilities, damages, costs and expenses, whether arising out of injury or death to persons or damage to any real or personal property, and including reasonable attorneys' fees and costs, incurred, suffered by, or claimed against any DEVELOPER or any of its officers, employees, contractors and agents to the extent caused by the entry by DEVELOPER, its officers, employees, contractors and agents, upon the Project Site and any due diligence activities and any costs arising out of or in connection with the due diligence activities. This provision shall survive closing or any termination of this Agreement.

- 6. RDA and/or the City of La Crosse shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
- 7. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement for those projects involving Tax Incremental Financing, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of RDA and the City of La Crosse Council where TIF is involved.
- 8. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties. The City of La Crosse shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
- 9. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
- 10. DEVELOPER shall provide monthly progress updates to RDA, which updates shall include, but not be limited to, preliminary site planning, architecture, density, and land uses. Within Sixty (60) days of the execution of this Agreement, DEVELOPER shall present to the RDA a site plan of their development, with corresponding elevations and renderings. RDA shall determine, in its sole and reasonable discretion, whether the DEVELOPER'S plans are sufficiently compliant with the PDD. In the event that DEVELOPER is not able to present compliant plans, then RDA may terminate this Agreement.
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- 16. RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.
- 17. This Agreement must be signed by the DEVELOPER and payment received within 14 days of the RDA's approval or the document will be void.

this Agreement has	been duly executed	as of the Effective	Date.

IN WITNESS WHEREOF,

	_
Adam Hatfield, Chair	
Andrea Trane, Executive Director/Secretary	,
[DEVELOPER]	
Name, Title	
inalle, liue	

EXHIBIT A

PLAT

