

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 24th St. N.
La Crosse, WI 54601

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

Miscellaneous.

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

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

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

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

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

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

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

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

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

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

Redevelopment Authority of La Crosse

By: Adam Hatfield, Chair

Dated

JBG Planning LLC

By: Jason Gilman, Managing Member

Dated