



REDEVELOPMENT AUTHORITY



Request for Proposals Instructions and Conditions

for the Preparation of a Master Redevelopment Plan Using the NCI Charrette System™ and LEED ND® for the Riverside Redevelopment Project

“Area North of the La Crosse River”

REDEVELOPMENT AUTHORITY
OF THE CITY OF LA CROSSE
400 LA CROSSE STREET
LA CROSSE, WISCONSIN, 54601

All proposals must be received **no later than 5:00 p.m. Friday, November 8, 2013**

BACKGROUND INFORMATION

Project Description: The Redevelopment Authority (RDA) of the City of La Crosse is soliciting proposals for the purpose of preparing a Master Redevelopment Plan for what is commonly known as the “Mobil Oil Site.” The Redevelopment Authority will be following the **NCI Charrette System™** process as outlined in Sections 2, 3 and 4 – Scope of Services and **Appendix A**. The Redevelopment Authority is seeking the firm or team with the most experience in using the NCI Charrette System™ process with special consideration given to the firm or team whose members have completed the NCI Certification program.

The goal of the project is to solicit community participation and input into the creation of a master redevelopment plan for this area of the City. The project must result in a master reuse plan that has broad community support and one that is also feasible and developable (need to be able to recruit a developer and obtain financing) in the market place. The ultimate development on the site must reinforce the City’s 20 plus year effort at revitalizing Historic Downtown La Crosse and not result in a plan that competes with or dilutes the downtown revitalization efforts. This project must also reflect the key aspects of neighborhood sustainability including location and linkages, neighborhood pattern and design, and green infrastructure and buildings, as outlined in the LEED-ND® System. The redevelopment of this area is one that only presents itself once in a community's life-cycle. The City is not interested in developing the area in a manner that results in short-term (25 year) tax base, but one that will endure for over 100 years or more.

The City of La Crosse Redevelopment Authority adopted and recorded a Redevelopment Project Plan in 1995 known as the Riverside Redevelopment Project. The Redevelopment Project Plan was amended in 1998. The project plans were created pursuant to Section 66.1333, Wisconsin Statutes. The Redevelopment Authority has spent over 15 years in acquiring property in the area north of the La Crosse River and west of Copeland Avenue. The Redevelopment Authority recently acquired another 11 acres and the City and Redevelopment Authority now own over 65 acres. The three main acquisitions to date include the former Western Wisconsin Ready Mix site (8.3 acres), the Exxon-Mobil Oil site, (25 acres), and the Patros Steel Supply site (11 acres). In addition, the City owns a large wetland complex (approximately 15 acres) as well as a former rail road right-of-way. **Appendix B** contains a map depicting the location of the site relative to the downtown area and an aerial photo depicting the features of the site.

The City of La Crosse Planning and Development Department serves as the staff of the Redevelopment Authority and is assisting the Redevelopment Authority with this Request for Proposals (RFP).

Audience: General Public, Developers, City of La Crosse Common Council, Board of Park Commissioners, City Plan Commission, Joint Board of Harbor Commissioners, Downtown Mainstreet, Inc., North Side Business Association, Wisconsin DNR, and other state and federal agencies.

Project Schedule

November 8, 2013	All proposals due at 5:00 p.m., local time, at the office of the City of La Crosse Planning Department
November 14	Redevelopment Authority review of proposals to select interview finalists
November 21	Redevelopment Authority Consultant Interviews/selection of firm 3:00 p.m. – 6:00 p.m.
January 9	Common Council approval of consultant and contract
January 20	Project start
January 20 - May 16	Charrette Preparation
May 16-24	Charrette Week
August 30, 2014	Project Completion Deadline

INQUIRIES AND RESPONSE SUBMISSIONS

All inquiries and 10 copies of the proposal, including detailed scope of services and element-by-element itemized budget shall be directed to:

Mr. Lawrence J. Kirch, AICP, Executive Director
Redevelopment Authority of the City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
Telephone (608) 789-7512
kirchl@cityoflacrosse.org

All proposals must be received **no later than 5:00 p.m., local time, Friday, November 8, 2013.** Electronic submissions are acceptable by **November 8** followed by 10 hard copies. No amendments to proposals will be accepted after this time. The City of La Crosse RDA reserves the right to accept or reject any or all proposals. The Redevelopment Authority or the City of La Crosse are not liable for any costs incurred in replying to this RFP.

Introduction

The objective of this intensive planning exercise is to solicit broad public participation in the preparation of a Master Redevelopment Plan for what is commonly known as the Mobil Oil Site (the entire area however encompasses 65 acres and includes more than the 25 acre former Mobil Oil Bulk Oil Terminal/Bob Johnson Oil Company). The Redevelopment Authority has determined that the best way to foster community input and participation while at the same time delivering a master redevelopment plan that is feasible, is to use the **NCI Charrette System™** process. The resultant plan shall be the product of a process that utilizes the **NCI Charrette System™** from the National Charrette Institute. The resultant plan must be feasible and one that is marketable to developers as well as serves the long-term interests of the City of La Crosse and its residents. The project area has had numerous development ideas put forth by various individuals and entities over the last decade. Community consensus prior to soliciting developer proposals is seen as the most efficient way to match community interests with developer interests.

Submission Requirements

Section 1.0 *Qualifications*

Vendors shall prepare and submit their qualifications in the following order:

1.1 Letter of interest (not to exceed two pages)

1.2 Table of contents

1.3 Company Background

- A. Type of organization:
 - a. Corporation proposing as a single entity for all services
 - b. Corporation proposing as prime entity for all services with sub-consultants(s)
 - c. Joint Venture
 - d. Partnership
 - e. Other
- B. Provide the length of time that the company has been in business and ownership history of prime and its sub-consultant(s) or joint venture partner(s). (If prime entity is a wholly-owned subsidiary of another corporation, please provide details)
- C. Provide the location of the principal office that will be responsible for implementing this contract.
- D. Provide the location of other offices from which resources may be drawn.
- E. Size, resources and capabilities of responding entity:
 - a. Organizational structure of business entity for this project:
 - Partners
 - Associates
 - Consultants
 - Subcontractors
 - Other participant(s) and title(s)
 - Organizational hierarchy
 - b. Services and professional disciplines provided in-house by prime responding entity
- F. Specialized Experience and Qualifications:
 - a. **Specific** Experience with NCI Charrette System™ in preparing Development/Redevelopment Plans for government, private, or non-profit organizations.
 - b. Organization and Key Personnel
 - 1. Identify primary contact and any key personnel/staff contact information and provide their experience, responsibilities, and

qualifications. One page resumes of the proposed project team preferred.

2. Names of Staff with NCI Charrette System™ CM Certification
 3. Names of Staff with the following experience:
 - Licensed Architect
 - Registered Landscape Architect
 - Urban Designer
 - Urban Planner
 - LEED-ND®
 - Real Estate Economist
 - Ornithologist
 - Wetland Ecologist
 - Professional Engineer (P.E.)
 - Professional Geologist (P.G.)
 4. Indicate if the proposed project team has completed similar projects for other clients and if so, list the clients and projects. If the proposed team has not worked together previously, briefly state why the proposed team should be selected.
- G.** Examples of comparable projects completed in the past 3 years that utilized the NCI Charrette System™ with references for each. (We request at least five total projects):
- a. Provide the client name
 - b. Contact name and title
 - c. Address and phone number
- H.** Consultants shall describe their approach to the project and how they will provide deliverables based on section 2.0-4.0.
- a. A description of the consultants understanding and approach to the project, including projected timeline showing milestone dates and anticipated project deliverables.
 - b. Description of the type and level of support the consultant will require/expect from the project sponsor—such as staff support, provision of meeting/studio space, materials, meals, etc. (see City provided staffing support in section 2.3)

Section 2.0 *Pre-Charrette*

Conduct research, and provide education necessary to prepare for the charrette process.

2.1 Project Assessment and Organization Tasks (To be conducted with the participation and approval of the planning staff.)

- A.** *Project Management Team Meeting and Site Tour:* Conduct an initial Project Management Team Meeting including a site tour to create a shared understanding of the project purpose, process and schedule between the project sponsor and team members, including the Mayor, Council and RDA representatives. Conduct an Initial Stakeholder Analysis by identifying key stakeholders, their issues, levels of

involvement and strategies for outreach. Create a Charrette Products List, consisting of drawings, studies and documents that describe a feasible plan that must be completed by the end of the charrette. This includes but is not limited to: preliminary analysis briefing materials, copies of all public presentations, implementation plans, and ordinances.

- B.** *Project Process Roadmap (NCI Charrette System Roadmap):* Prepare a guiding document for the project management team that lists the project phases, events, and products on a timeline and assigns roles and responsibilities for each task. The preferred format for this plan is a Gantt chart using The NCI Charrette Planner Forms Kit, MS Project, or equivalent.
- C.** *Charrette Ready Plan:* Prepare a schedule of activities describing the type and number of meetings, base data research, and stakeholder engagement tasks to be completed prior to the charrette. The preferred format for this plan is a Gantt chart using The NCI Charrette Planner Forms Kit, MS Project, or equivalent.
- D.** *Charrette Schedule:* Prepare a charrette schedule in table format indicating the charrette events, such as open house hours, meetings, meals and production targets. List the times when each charrette team member will be present at the charrette.

2.2 Stakeholder Research, Education and Involvement Tasks (As dictated by the Charrette Ready Plan).

- A.** *Stakeholder Identification and Analysis:* Prepare a document that indicates the primary (for example, local officials and landowners), secondary (community groups, schools, churches), and general stakeholders (community members), their issues and positions and a recommended outreach and engagement strategy designed to solicit their continued input and participation in the process. Primary stakeholders should, at a minimum, include:
 - a.** Redevelopment Authority
 - b.** Common Council
 - c.** City Plan Commission
 - d.** Joint Board of Harbor Commissioners
 - e.** “Business Roundtable” participants
 - f.** Highway 53/35 Corridor Interests (North Side Business Association)
 - g.** Downtown Mainstreet, Inc.
 - h.** Board of Park Commissioners
 - i.** City Department Heads
 - j.** Wisconsin DNR (Permitting, Endangered Resources, Remediation)
 - k.** Adjacent property owners
 - l.** General public, Marsh Coalition, Audubon Society, and industry representatives
 - m.** La Crosse Area Convention & Visitors Bureau
- B.** *Stakeholder Outreach and Engagement:* Describe the plan for facilitating community engagement per the Stakeholder Identification and Analysis at three levels:

- a. The large public gathering, such as a lecture or facilitated workshop.
- b. The group meeting, such as a neighborhood organization steering committee or Chamber of Commerce meeting.
- c. The individual or small group meeting, which consists of one to five people, such as elected officials, business and property owners or other key stakeholders.

The plan should describe a methodology for generating proportional demographic community representation.

- C. *Project Objective and Measures:* Create a set of quantifiable objectives and measures based on stakeholder interviews, governing policies and standards (applicable LEED® Rating Systems), project goals and economic, engineering, and environmental constraints. These measures are to be revised as new information arises and will guide the design decision-making process.
- D. *Vision Development:* Conduct educational workshops, lectures, walks, and bus tours as described in the Charrette Ready Plan.
- E. *Public Outreach and Engagement:* Conduct a public kick-off meeting early in the project process. The meeting purpose is to inform the community, beyond local officials and the press, about the project purpose, process, and their options for involvement as well as to elicit information and vision elements from the community. Assist with media communications and publicity. For example, establish and maintain an informational website prior to and throughout the charrette process.

2.3 Pre-charrette Base Data Research and Analysis

- A. *Base Data Research and Gathering:* The project sponsor will provide all relevant existing related community-planning reports, plans, and studies from local planning agencies, universities, and community advocacy groups for the consultant's review. Coordination responsibilities of City staff will include:
 - a. Developing and mailing meeting notices
 - b. Arranging meeting locations, materials, postage and notices
 - c. Advertising
 - d. Documenting meetings through minutes/notes
 - e. Creation of Webpage on City Website with information provided by the City and the consultant team
 - f. Aerial Photographs
 - g. A list of relevant contacts
 - h. Existing plans and documents
- B. *Review and incorporation of existing plans:* The consultant will conduct all necessary base data research called for in the Charrette Ready Plan, e.g., the existing state of the community in terms of economic/fiscal conditions, transportation, storm-water, wetlands, energy consumption, housing types, demographics, air quality, and other measures. The following plans shall be reviewed:

- a. Comprehensive Plan “Confluence”
 - b. Riverside Redevelopment Project Plan
 - c. Park and Open Space plans
 - d. County/City Strategic Plan for Sustainability
 - e. The City Vision 2020 Master Plan of the City of La Crosse
 - f. Various TIF District Project Plans
 - g. First Impressions Study by UW Extension
 - h. La Crosse Highway 53 Corridor Enhancement Plan
 - i. Great River Road Plan
 - j. Transient Boat Docking Facility Feasibility Study
 - k. Port and Waterfront Plan
 - l. Existing Land Use and Zoning
 - m. Downtown Market Analysis and Survey
 - n. Economic Development Strategic Plan
 - o. City/County Housing Task Force Report
 - p. Wetlands Study
 - q. Ornithology Report
- C. *Pre-charrette Project Brief:* Prepare a brief written report and MS PowerPoint presentation that concisely summarizes the information from all previous phases of work including summaries on project assessment and organization, stakeholder research, education and involvement, base data research and analysis, and feasibility studies.

2.4 Charrette Logistics

- A. *Meeting Planning and Management:* Prepare a summary of the plans for the basic room arrangement, facilitation process and agendas for all public meetings.
- B. *Charrette Studio Logistics:* Advise and assist the sponsor’s planning staff in the selection of a charrette studio venue that will function as a place for the charrette team to work and meet, while accommodating drop-in visits by the public during the day and night when the charrette team is present.

Section 3.0 Seven-Day Charrette

Conduct a seven-day public charrette that includes the following events and tasks.

3.1 Charrette Organization, Education, Vision

- A. *Primary Stakeholder Meetings:* Conduct pre-public meeting briefings with primary stakeholders on the first day of the charrette. Meet with elected officials, landowners, lead community activists and any other primary stakeholders per the Stakeholder Identification and Analysis. The purpose of these meetings is to prepare the primary stakeholders for the public meeting and to elicit any important last minute

information.

- B. *Charrette Public Meeting #1:* Conduct site tours and a public meeting in order to:
 - a. Establish a community understanding of the project purpose, process, roles and opportunities for community involvement, and
 - b. Elicit public input on such topics as community values, existing physical conditions and future vision. (Actual topics to be determined by the consultant and planning staff based on earlier analysis.)

3.2 Alternative Concepts Development

- A. *Alternative Concepts Development:* Create a number of different plan options based on community input from Charrette Public Meeting #1, the Project Objectives and Measures, as well as engineering, environmental, economic feasibility, policy and other project requirements. Three-dimensional renderings are to be in used in addition to plan drawings and statistical analysis throughout the project.
- B. *Initial Stakeholder Reviews:* Review the alternative concepts with regulatory agencies and primary stakeholders such as landowners and community leaders.
- C. *Public Meeting #2:* Conduct a public meeting to visually present the alternative concepts and to facilitate a dialogue among all of the relevant viewpoints represented. Three-dimensional renderings are to be used in addition to plan drawings and statistical documents in all meetings. Gather the information necessary to narrow the alternative concepts into a preferred plan.

3.3 Preferred Plan Synthesis

- A. *Preferred Plan Synthesis:* Draft a preferred plan by accounting for all of the information from the second public meeting and merging the high performing elements of the alternative concepts with newly developed design elements. Document the degree to which the preferred plan performs according to the Project Objectives and Measures.
- B. *Intermediate Stakeholder Reviews:* Review the preferred plan with regulatory agencies and primary stakeholders.
- C. *Public Open House:* Conduct an open house or public meeting to present the preferred plan and solicit community feedback.

3.4 Plan Development

- A. *Plan Development and Refinement:* Conduct detailed design studies and tests of the preferred plan per the Charrette Products List. The purpose of these studies is two-fold, first to assure that the plan is feasible and second, to create the documentation necessary to fully describe the plan to the stakeholders. Example studies include

environmental impacts and economic and market feasibility. Develop preliminary project implementation documents such as zoning plans and codes.

3.5 Presentation

- A. *Final Charrette Public Meeting:*** Conduct a final charrette public meeting. Use MS PowerPoint or equivalent and presentation boards to present a concise and comprehensive summary of project goals, the charrette process and the preferred plan. The presentation should cover all elements of the plan, e.g. planning, transportation, economic, environmental, social, and enabling documents such as form-based codes, and transportation and other development standards. Three-dimensional renderings are to be used in addition to plan drawings and statistical documents. Gather community input through an open discussion or open house format. Document community input with meeting notes and surveys based on the Project Objectives and Measures. Provide the sponsor with PDF files of the final charrette products upon the conclusion of the charrette.

Section 4.0 Plan Implementation

Following the completion of the seven-day charrette

- A. *Public Communications:*** Using the press and other media communications, disseminate the proceedings and final products of the charrette. For example, update the project website and post selected charrette products on the sponsor's website, publicize charrette outcomes in a tri-fold brochure or newspaper, etc.
- B. *Document Review and Revisions:*** Perform all necessary final feasibility studies of the charrette documents. Create a draft revision of the charrette documents.
- C. *Final Project Public Meetings:*** Hold a public meeting or series of meetings no later than six weeks following the charrette to present the recommended revisions of the preferred plan and solicit public input.
- D. *Final Report:*** Finalize revisions to the charrette documents per the final feasibility studies and the input from the final public meeting. Produce a report that concisely describes the project, the process, and the plan. The report should cover the entire project process, highlighting stakeholder involvement and decision-making processes. The documents should be capable of educating those who did not participate in the process previously.
 - a.** Provide a Charrette Plan capable of being adopted by the Common Council and Redevelopment Authority.
 - b.** Include an Implementation Chapter within the Charrette Plan that includes prioritized actions, strategies, policies, and suggested ordinance changes. The Implementation Plan will include educational and promotional components that will complement the recommended physical improvements.

- c. Include graphics, sketches, drawings, aerials and maps depicting the proposed plan. The consultant shall prepare and submit one (1) camera-ready copy of the FINAL PLAN document to the City of La Crosse Planning Department. All submissions shall become property of the Redevelopment Authority of the City of La Crosse. All documents and exhibits shall also be provided in electronic form - Microsoft Word, Excel, and Publisher or "In Design" compatible. The City will reproduce the Draft and Final Copies in sufficient amounts for meetings and hearings using the camera-ready copies or electronic files.
- E. *Enabling Documents:* (To be conducted with the participation and approval of the relevant planning staff.) Provide all enabling documents necessary to incorporate the final plan into the jurisdiction's regulatory framework. Provide preliminary and final drafts for staff review including an update to the Riverside Redevelopment Project Plan, the City Vision 2020 Master Plan, Comprehensive Plan Amendment, and form based code/development standards for overlay zoning district or PDD District for the site.
- F. *Education and Training:* Conduct three training sessions with staff, commissioners and elected officials to assure that those who are responsible for the day-to-day administration of the plan have a clear understanding of its purpose and process.

Section 5.0 Contract Terms and Conditions

The City of La Crosse shall incorporate the City's Standard Contract Terms and Conditions (attached as **Exhibit C**):

- A. The Conflict of Interest provisions that no person who is an employee, agent, consultant, officer, elected official or appointed official of the City, who exercises or has exercised any functions or responsibility with respect to such funds being provided by the City or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, will obtain a personal or financial interest or benefit from the project, or have any interest in a contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, except for approved eligible administration or personnel costs.

Section 6.0 Cost

Indicate the anticipated expenditures **by task and by personnel in a spreadsheet** (included with this RFP) appropriate to a fixed-fee contract by the following categories:

6.1 Cost Categories

- A. Labor Costs
 - a. By individual (name)

b. List estimated hours by task

c. Hourly rate and total cost

B. Overhead: Show as a percentage of labor costs

C. Other Direct Cost Itemizations that may include, but are not limited to:

- a. Transportation**
- b. Lodging and meal per diem**
- c. Printing**
- d. Communication**

D. General Administrative Costs: Indicate base used and basis therefore, percentage and total.

- a. Total estimated cost of work**

6.2 The consultant shall provide time for project scheduling, staffing, coordination, billing, progress reports, etc., necessary for the consultant to expedite the project.

6.3 The contract entered into as a result of this RFP shall be limited to a ceiling cost-plus-fixed fee contract, to be mutually agreed upon between the consultant and the Redevelopment Authority.

6.4 The consultant shall indicate the timeframe of invoices at monthly, quarterly, or specific milestones. The invoice sequence shall be mutually agreed upon between the consultant and the Redevelopment Authority.

Section 7.0 Selection Process - *(Point System will be employed)*

A. All proposals received in response to this RFP will be subject to an evaluation by the Redevelopment Authority.

B. A limited number of firms will then be invited to interview in person to give a brief presentation of their proposal to the Redevelopment Authority, followed by a question and answer session. The interview format will be prescribed by the Redevelopment Authority and will be structured less in the form of sales pitch, but rather a true assessment of the consultant team's experience, abilities and readiness to perform this charrette.

C. A recommendation and proposed contract shall be forwarded to the City of La Crosse Common Council for final approval.

7.1 Evaluation criteria in order of priority:

1. Organization, Personnel and Experience

- a. Qualifications of personnel**
- b. Specific experience with the NCI Charrette System in preparing Development/Redevelopment plans.**

- c. Experience of consultant firm
 - d. An interdisciplinary team of bona fide Certified Planners, Landscape Architects, Architects, Professional Engineers, Transportation Planners, Floodplain Specialists, Park and Recreation Planners, Biologists, Economic Development Professionals, Real Estate Economists, LEED® Rating System Specialists and Waterfront Revitalization Experts.
 - e. Client references from five clients
- 2. Quality of Proposal/Consultant's Approach**
- a. Completeness and thoroughness in addressing the scope
 - b. Understanding of project goals
 - c. Responsiveness to terms and conditions
 - d. Quality and quantity of services to be performed
 - e. Proposal design and attentiveness to detail
- 3. Cost Proposal – per Section 6**
- 4. Ability to complete study on schedule – per project deadline**

APPENDIX A

NCI Charrette System™

The NCI charrette referred to in this RFP is a collaborative design and planning workshop that occurs over at least four consecutive days. Projects that have either challenging design constraints and/or political situations typically require at least five or more days. The charrette is held on-site and includes all affected stakeholders at critical decision-making points. The products of the charrette are a comprehensive set of plan-enabling and supportive documents that represent a feasible plan.

A successful NCI charrette cannot be a stand-alone process. It is one phase of the NCI Charrette System™, a three-phase, holistic, collaborative planning process during which a multiple-day charrette is held as the central transformative event. The NCI Charrette System™ is designed to assure a feasible plan through careful charrette preparation and follow-up. The RFP is structured on the three NCI Charrette System™ phases, Phase One: Research, Education and Charrette Preparation, Phase Two: The Charrette, Phase Three: Implementation.

Three Phases of NCI Charrette System™

Phase One: Research, Education, Charrette Preparation

Phase one of the NCI Charrette System™ establishes the information and people infrastructure for the project. Establishing the information infrastructure includes the identification, creation, and collection of all base data necessary to perform the project planning and design during the charrette. Creating the people infrastructure includes identifying and engaging all those whose involvement is necessary to produce a feasible outcome that will be supported by the community. *(This phase typically lasts between six weeks to nine months or more. It is important to allow enough time to complete the proper charrette preparation tasks. A common project fatal flaw is not providing adequate time for phase one.)*

Phase Two: Charrette

The NCI charrette is the catalytic event of the NCI Charrette System™. It is a design-based collaborative event that lasts at least four days. Projects that have either challenging design constraints and/or political situations typically require at least five or more days. The goal of the NCI charrette is to produce a feasible plan that benefits from the support of all stakeholders throughout its implementation. A multidisciplinary charrette team, consisting of consultants and sponsor staff, produces this plan. In addition to plan drawing and statistical documents, three-dimensional renderings are used in all presentations. The work takes place in a charrette studio situated on or near the project site. During a NCI charrette, the charrette team first conducts an open public meeting to solicit the values, vision, and needs of the stakeholders. The team then breaks off to create alternative plans, testing and refining them with the goal of producing a preferred plan. The NCI charrette is based on a series of feedback loops through which stakeholders are engaged at critical decision-making points. These decision-making points occur in primary stakeholder meetings, several public meetings, and possibly during an open house throughout the course of the NCI charrette. On the last night of the charrette, the charrette team makes a comprehensive presentation covering all elements of the plan, e.g., planning, transportation, economic, environmental, social. Enabling documents such as form-based codes and transportation and other development standards are also presented.

Phase Three: Implementation

Three major processes follow the NCI charrette.

The first is product refinement, during which the charrette team tests and refines the final charrette plan to assure its feasibility.

The second is based on a relationship strategy in which the project sponsor continues to work with the stakeholders to maintain their support of the plan. A post-charrette public meeting is held, usually no more than four to six weeks after the charrette, during which the revised plans are presented for final public review and input.

Third is integrating all enabling documents into the jurisdiction's regulatory framework. This may include form-based codes, transportation and development standards, and other policy documents.

NCI Charrette System™ Strategies

The following 9 strategies are used in the most successful charrettes. These strategies should be referred to every step of the way when designing the process for a project using the NCI Charrette System™. The strategies are also useful when writing a Request for Proposal that includes a NCI charrette and later while evaluating the submissions. Given the diverse interpretations of what constitutes a charrette, it is very important to be clear about what is expected when specifying one.

1. Work Collaboratively

True collaboration is based on valuing each individual's unique contribution. Therefore, anyone who might build, use, sell, approve, or attempt to block the project is involved before the start of design and throughout the project. It is important to involve stakeholders only at the point in a project when it is possible to consider their input.

2. Compress Work Sessions

Time compression facilitates creative problem solving by accelerating decision making and reducing unconstructive negotiation tactics. Time-compressed design sessions in the NCI charrette allow uninterrupted focus on a problem often results in unexpected solutions to difficult problems. This strategy can be particularly useful in the eleventh hour of a negotiation when it becomes obvious that a decision must be made quickly for progress to continue.

3. Design Cross-functionally

Holistic solutions require holistic approaches to a problem. This means that during the charrette all relevant disciplines are represented and working together to achieve the same goals. Multidisciplinary teams of architects, planners, engineers, economists, market experts, public agency staff, and others work concurrently to build a feasible solution to community development problems from the onset of the charrette. When an important area of expertise is excluded from the process, changes and rework are likely to emerge late in the process at high costs in time and money lost.

4. Communicate in Short Feedback Loops

Regular stakeholder reviews build trust in the process, foster true understanding and support of the project, and minimize rework. A feedback loop occurs when a design is proposed, reviewed, changed, and re-presented for further review. Stakeholders are continually educated about the

project process and plan's progress. They are brought into the process early and at proper intervals throughout so that their input can have an impact on the outcome.

5. Study the Details and the Whole

Designs at varying scales inform each other and reduce the likelihood that a fatal flaw will be overlooked that could result in costly rework. Looking at the details also supports shared learning by providing the information necessary for a well-rounded discussion about a proposal.

6. Produce a Feasible Plan

To create a feasible plan, every decision point must be fully informed, especially by the legal, financial, and engineering disciplines. From the beginning of the NCI Charrette System™,, feasibility is a focus of the discussion, which brings a level of seriousness and rigor to the process for everyone involved.

7. Use Design to Achieve a Shared Vision and Create Holistic Solutions

Design is a powerful tool for inspiring a community to establish and achieve a shared vision. Drawings help illustrate the complexity of the problem and can be used to resolve conflict by proposing previously unexplored solutions that represent win/win outcomes. A capable designer can change people's positions by altering their perception of the possible solutions.

8. Conduct a Multiple-day Charrette

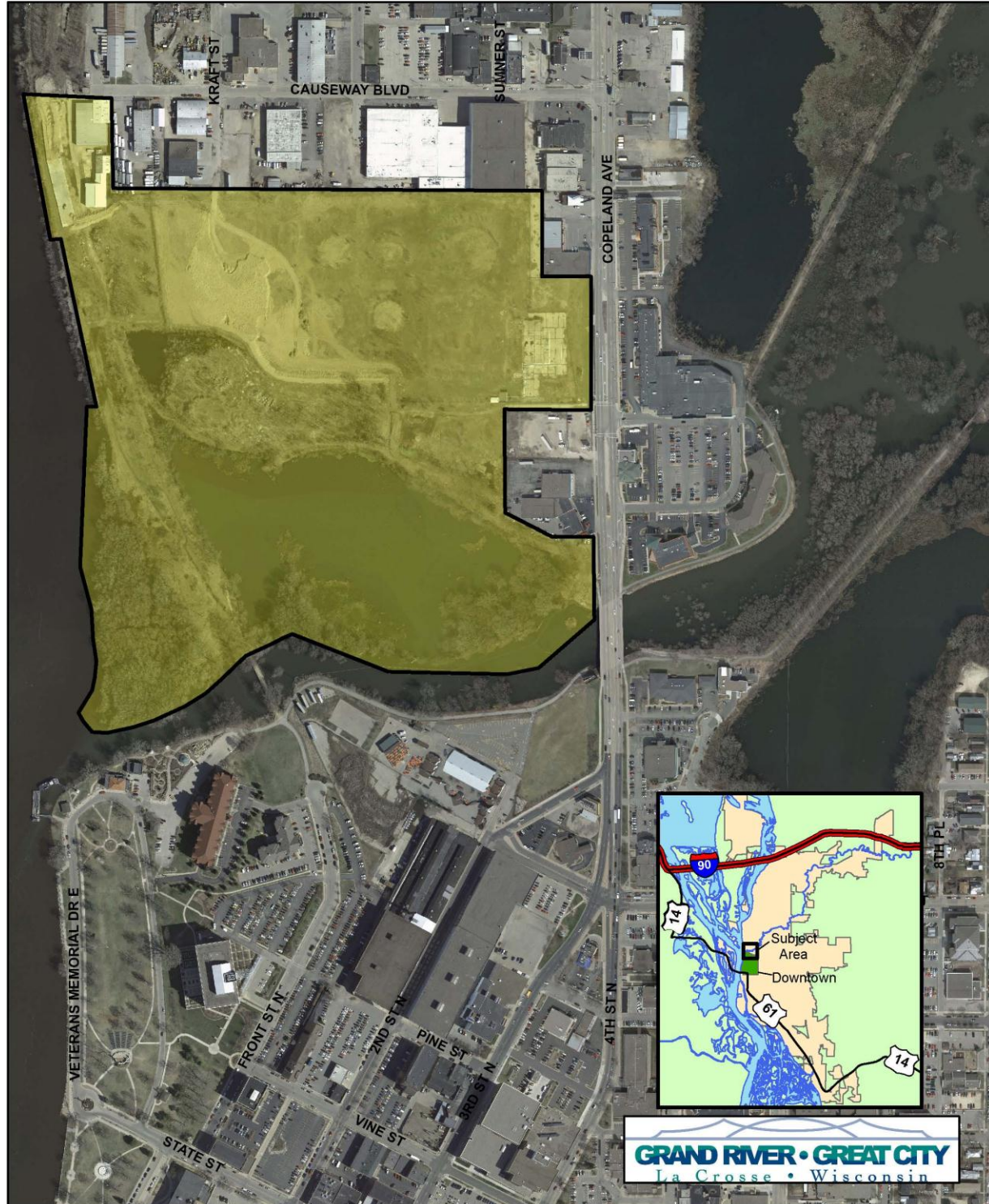
The goal of a charrette is to take a project from a vision to alternative concepts, to a preferred plan, to a developed feasible plan, on to a final presentation. A minimum of three feedback loops is required to adequately involve the public in this undertaking. It takes at least four consecutive days to accomplish this work collaboratively. Projects that have either challenging design constraints and/or political situations typically require at least five or more days. The first feedback loop is a warm-up, presenting many ideas that were generated based on stakeholder input. The second loop further engages people in the design and planning and shows them that the charrette team is listening and responding to them. The third loop completes the cycle with a refined plan based on continuous input, feedback, and response. Without the full feedback cycle, the charrette team loses the opportunity to change perceptions and assure project support.

9. Hold the Charrette on or Near the Site

Working on-site fosters participant understanding of local values and traditions, and provides the necessary easy access to stakeholders and information. Working near a site is important in a NCI charrette given the short time frame available. Working within a community gives the charrette team easy access to stakeholders and allows relationships to be built over a number of days. The open studio gives stakeholders access to the team and the plan throughout the day and into the evening, providing the opportunity for someone with a busy schedule to stop by even if she could not attend a scheduled meeting.

APPENDIX B

Area North of the La Crosse River - La Crosse, Wisconsin



Subject Area



Map produced by Jonathan Laager, 2011
City of La Crosse - Planning Department

0 250 500 1,000 Feet

APPENDIX C
City of La Crosse
Standard Contract Terms and Conditions

1. **DEFINITIONS.** In this section “Contracting Party” shall mean any party that is entering into this Agreement with the City of La Crosse. “La Crosse” shall mean the City of La Crosse. These definitions shall apply only to this section titled “Standard Terms and Conditions” and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.
6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party’s direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party’s staff and the amount of work completed as a percentage of the work to be performed. The

final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.
9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

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

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

On the certificate of insurance, La Crosse 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 City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, 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. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active

or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.
17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
20. **NOTIFICATION.** Contracting Party shall:
 - 1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and

the action which is being taken or proposed to be taken by Contracting Party with respect thereto.

- 2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- 3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant

with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn. City Clerk
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601

Copy to: Attn. City Attorney
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.
36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, 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 Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.
37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.
39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose

performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.