



JOHNS, FLAHERTY & COLLINS, SC

Good neighbors. Great lawyers.

May 3, 2018

VIA E-MAIL: buddenhagenb@cityoflacrosse.org

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ATTORNEYS

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James P. Gokey
1949-1998
Michael L. Stoker
1956-2011
Daniel T. Flaherty
1923-2013

RETIRED

Robert D. Johns, Jr.

PARALEGALS

Lisa L. Felt
Bridget M. Mullen ***
Teresa M. Nielsen
Daniel J. Springer

* Admitted to the
Minnesota Bar
** Admitted to the
Missouri Bar &
Kansas Bar
*** Fluent in Spanish

Brenda L. Buddenhagen, Paralegal
CITY HALL
400 La Crosse Street
La Crosse, WI 54601

RE: Sub-Lease to the Northside Municipal Dock Lease

Dear Brenda:

It is that time of year again. Here is a proposed Sub-Lease. Can we get this on the Park Board agenda? Thanks.

Very truly yours,

JOHNS, FLAHERTY & COLLINS, S.C.

Brent P. Smith
e-mail: brent@johnsflaherty.com

BPS:bar

Enclosure

cc: Steve Carlyon (via E-Mail)

**SUB-LEASE TO THE
NORTHSIDE MUNICIPAL DOCK LEASE**

WHEREAS, there was an Agreement entered into on March 20, 1995, by and between the Board of Harbor Commissioners of the City of La Crosse, Wisconsin, hereinafter referred to as "Board," and Hanke Terminals, Inc., a Wisconsin corporation, hereinafter referred to as "Hanke", and

WHEREAS, it is the desire of Hanke to sub-lease such facility that is the subject of the March 20, 1995, lease referred to above to the La Crosse Baseball, LLC, hereinafter referred to as "Loggers."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements to be kept and performed by the parties (Loggers and Hanke), and upon the terms and conditions hereinafter provided,

IT IS MUTUALLY AGREED AND UNDERSTOOD by the parties hereto as follows:

1. **PREMISES.**

Hanke sub-leases to Loggers the area described in the attached Exhibits A and B, and that are the subject of the March 20, 1995, Lease referred to above.

2. **TERM.**

The term of this Sub-Lease shall be for one (31 baseball season for the La Crosse Loggers, and, shall be from May 15, 2018 to August 31, 2018.

3. **RENTAL.**

There will be no rent charged to the Loggers for the terms of this Sub-Lease.

4. **MISCELLANEOUS.**

A. The Loggers shall be responsible for additional lighting and security locks forth gates at the location that is the subject of this Sub-Lease.

B. The Loggers shall be responsible for the installation of safety barriers that will be located between the parking area and the river.

5. **INSURANCE.**

Loggers shall procure and maintain, at the Loggers' sole cost and expense, a comprehensive general liability policy, with a minimum combined single limit of \$1 Million, with regard to the property that is the subject of this Sub-Lease. The liability policy shall name as an additional insured, Hanke Terminals, Inc., a Wisconsin corporation, as well as the City of La Crosse, Wisconsin.

6. **ATTACHMENTS.**

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

7. **ENTIRE AGREEMENT.**

This Agreement and the attachments herein contain the entire agreement of the parties. The Loggers are aware of the terms and conditions of the North Side Municipal Dock Lease entered into on the 20th day of March, 1995, by and between the Board and Hanke.

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

Dated this _____ day of _____, 2018.

HANKE TERMINALS, INC.

BY: _____

LA CROSSE BASEBALL, LLC

BY: _____

CITY OF LA CROSSE

BY: _____

Tim Kabat, Mayor

BY: _____

Teri Lehrke, City Clerk