

CHECK REQUEST Week of 12/30/2020

Project 1641-02-22
City of La Crosse, South Avenue
USH 14- Green Bay St to Ward Ave
La Crosse County, La Crosse, WI

PAYMENTS ARE TO BE SENT DIRECTLY TO PAYEE

Parcel	Amount	Payable to	Conveyance
31-104	\$4,770	Susan Suchla Make Payment to: Armstrong Relocation Company, Wisconsin LLC 1701 Airport Road, Waukesha, WI 53188	Move Payment
31-106A	\$8,000	Breana Xiong 914 Clinton St. La Crosse, WI 54603	Residential Housing Payment
31-114	\$43,264	Corrine Johnson 458 S. 16 th St. La Crescent, MN 55947	Residential Housing Payment
31-216	\$1,560	Mark & Janelle Bell 1015 Charles Street La Crosse, WI 54603	Move Payment
31-230	\$1,350	Thomas Halsne 2645 Castle Place La Crosse, WI 54601	Move Payment
Total	\$58,944		

Submitted by Maria Krueger Date 12/29/2020



***CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184***

December 17, 2020

Project: 1641-02-22
Parcel: 31-104
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-104 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-104	Moving Expenses Actual	Susan Suchla	\$4,770

Ms. Suchla vacated the premises on November 18, 2020 and is at her new location at 2670 South 7th Street, Unit 1, La Crosse WI 54601. Ms. Suchla asked for moving assistance. Two moving estimates were obtained, Du Frane Moving & Storage and Armstrong Relocation Company, Wisconsin, LLC. Du Frane provided an estimate based on an on-site visit on March 23, 2020. Armstrong Relocation Company, Wisconsin, LLC provided an estimate based on photos that were sent via email. Actual cost moves are based on the lower of the two estimates, Armstrong Relocation Company, Wisconsin, LLC was the lower of the two; therefore, they were contacted to do the move for Susan on November 16, 2020.

Susan requested for a direct payment to Armstrong Relocation Company, Wisconsin, LLC due to her limited income, therefore Susan signed a form requesting the City of La Crosse to make a direct payment.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Susan Suchla	Date Claim Submitted to WisDOT December 9, 2020
Replacement Property Address 2670 South 7th Street Unit 1, La Crosse, WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Ave, La Crosse WI 54602	Actual Vacate Date from Subject November 18, 2020

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation ☐ Owner occupant (subject) ☐ Replacement - Purchase ☐ Move Only – no displaced persons
☐ Nonresidential relocation ☒ Tenant occupant (subject) ☒ Replacement - Rental
☐ Outdoor advertising sign relocation ☐ Landlord (subject)

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>x Susan K Suchla</u>	<u>9 Dec 2020</u>	<u>x</u>	
Claimant Signature	Date	Claimant Signature	Date
<u>Susan K. SUCHLA</u>			
Print Name		Print Name	

WisDOT Use Only

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>x Maria Krueger</u>	<u>December 17, 2020</u>	<u>x Tracey Johnsrud</u>	<u>12/21/2020</u>
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date
<u>Maria Krueger</u>		<u>Tracey Johnsrud</u>	
Print Name		Print Name	

Project ID: 1641-41-02-22

County: La Crosse

Parcel No.: 31 - 104

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$ 4,770.00	\$ 4,770.00
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$	\$
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$ 4,770.00	\$4,770.00

REQUEST FOR DIRECT PAYMENT

I, the undersigned, Susan Suchla request that City of La Crosse make a direct payment to Armstrong Relocation Company, Wisconsin, LLC, for moving costs in the amount of \$4,770.00 incurred in relocating from 2350 South Avenue, Apt #104, La Crosse WI to 2670 S 7th Street S., Unit 1, La Crosse WI.

Susan K Suchla 9 Dec 2020
Signature Date

Remit Payment to: Armstrong Relocation Company, Wisconsin, LLC
1701 Airport Road, Waukesha, WI 53188



Commercial Timesheet

CUSTOMER	WI DOT	PROJ NAME	DAY/DATE	11/16/2020
CONTACT		PHONE	PAGE	BRANCH # 034
ORDER NUMBER	WI-27244-0			
BUILDING/LOCATION				BILL OF LADING #
ORIGIN ADDRESS	DESTINATION ADDRESS			

DESCRIPTION OF SERVICES

Pack

AGENT USE	NAME OF CREW MEMBER OR EQUIPMENT / TRUCK	JOB FUNC. CODE	Leave Warehouse	JOB START TIME AM PM	LUNCH	JOB END TIME AM PM	Return to Warehouse	FOR OFFICE USE ONLY				
								TOTAL HRS		RATE		TOTAL
								S/T	O/T	S/T	O/T	
034	1 863	ST	630	1000	1/2	5:00	5:15					
034	2 Alex	D										
034	3 Kevin	M										
Juni	4 Devin	M										
Juni	5 Tyler	M										
	6											
	7 8 sheets brown paper											
	8 3 bundles paper											
	9 18 tape											
	10 16 1.5 Boxes											
	11 14 3.0 Boxes											
	12 10 4.5 Boxes											
	13 12 Picture Boxes											
	14 20 Disks											
	15 8 Wardrobe											
	16											
	TOTALS											

AGENT USE: Company Employee - Indicate Branch Number; Independent Contractor - IC; Purchased Labor - PL

NAME OF CREW MEMBER OR EQUIPMENT / TRUCK: First and last name of person or full truck number, if rental enter "Rental"

JOB FUNCTION CODES: Indicate crew, truck and/or equipment used on this project:

CREW MEMBERS: Asset Technician - AT; Driver - D; Installer - I; Lead Installer - LI; Mover - M; Packer - P;

Project Manager - PM; Supervisor - S; System Administrator - SA; Warehouse Production Labor - WPL

TRUCK / EQUIPMENT: Equipment Van - EV; Forklift Operator - FO; Passenger Van - PV; Straight Truck - ST; Trailer Only - TO; Tractor Trailer - TT

Signatures Required:

Customer Signature

Armstrong Signature

Print Name

SUSAN K. SUCILLA

Date

Print Name

Date



Commercial Timesheet

CUSTOMER WI DOT	PROJ NAME Susan Suchta	DAY/DATE 11/17/2020
CONTACT	PHONE	PAGE
ORDER NUMBER WI-27244-0	BRANCH # 034	
BUILDING/LOCATION	BILL OF LADING #	
ORIGIN ADDRESS	DESTINATION ADDRESS	

DESCRIPTION OF SERVICES

Reel Load and Del

AGENT USE	NAME OF CREW MEMBER OR EQUIPMENT / TRUCK	JOB FUNC. CODE	Leave Warehouse	JOB START TIME (AM/PM)	LUNCH	JOB END TIME (AM/PM)	Return to Warehouse	FOR OFFICE USE ONLY				
								TOTAL HRS		RATE		TOTAL
								S/T	O/T	S/T	O/T	
034	1 8/3	ST		7:00	1/2	3:00	1045p					
034	2 Alex	D										
034	3 Kevin	M										
034	4 Dean	M										
034	5 Tyler	M										
	6											
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	TOTALS											

AGENT USE: Company Employee - Indicate Branch Number, Independent Contractor - IC, Purchased Labor - PL

NAME OF CREW MEMBER OR EQUIPMENT / TRUCK: First and last name of person or full truck number, if rental enter "Rental"

JOB FUNCTION CODES: Indicate crew, truck and/or equipment used on this project:

CREW MEMBERS: Asset Technician - AT; Driver - D; Installer - I; Lead Installer - LI; Mover - M; Packer - P;

Project Manager - PM; Supervisor - S; System Administrator - SA; Warehouse Production Labor - WPL

TRUCK / EQUIPMENT: Equipment Van - EV; Forklift Operator - FO; Passenger Van - PV; Straight Truck - ST; Trailer Only - TO; Tractor Trailer - TT

Signatures Required:

Customer Signature Susan K. Suchta

Armstrong Signature [Signature]

Print Name SUSAN K. SUCHTA Date _____

Print Name _____ Date _____

From: Mark Kasprzak <mkasprzak@goarmstrong.com>
Sent: Monday, October 26, 2020 9:16 AM
To: Krueger, Maria - DOT
Subject: RE: Moving Estimate - Susan Suchla

Good Morning Maria:

We would complete the move per the following plan.

Day 1: Drive to site.
Complete packing. (Will leave beds set up so Susan can stay in apartment overnight.)
Day 2: Complete Loading and delivery.
Set up apartment.
Day 3: Complete unpacking as needed.
Drive back to office.

QUOTE:

Includes Packing Materials, Labor, Vehicle and Per diem for overnight.

Includes full pack and unpacking.

\$4,370.00

Coverage: \$50,000.00 @ \$8.00/\$1,000.00

\$ 400.00

TOTAL COST OF MOVE: \$4,770.00

Let me know if you have any questions as well as if you would like us to complete the move and timing.

Take care and stay healthy,
Mark

Mark Kasprzak, MBA
Armstrong Relocation Company, Wisconsin, LLC
1701 Airport Road
Waukesha, WI 53188
Cell 414-550-0449
Office 800-383-9220
mkasprzak@goarmstrong.com

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Sunday, October 25, 2020 6:39 PM
To: Mark Kasprzak <mkasprzak@goarmstrong.com>
Subject: Moving Estimate - Susan Suchla

Hello Mark,

I would like to get an estimate for a residential move. This move is located at the Grand Apartment building located in La Crosse WI. The is for Susan Suchla, unit 104 not sure what day she would be locating at. She is locating to another apartment complex about 1 mile away, she will be on the first floor. Once I get the exact address, I will send to you. I have attached some pictures, hope they will be enough.

Thank you again.

to you

Maria "Izzy" Krueger

Maria "Izzy" Krueger

WisDOT Statewide Relocation Specialist

Bureau of Technical Services

1681 Second Avenue South

Wisconsin Rapids, WI 54495

Office-(715)421-8358

Cell-(715) 421-9049

Fax (715) 423-0334

maria.krueger@dot.wi.gov



**CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184**

December 7, 2020

Project: 1641-02-22

Parcel: 31-114

County: La Crosse

RE: Tenant RHP Replacement Residential Claim (Second Installment)

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-114 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-114	RHP-Tenant Tenant	Corrine Johnson	\$43,264.00

Ms. Johnson entered into a six-month than month to month lease agreement with Allan Leis starting June 1, 2020. The monthly rental amount for the replacement is \$1,200 plus \$110 a month for utilities for a total of \$1,310 base monthly rent. As of November 30, 2020, Ms. Johnson has been at the replacement property for 6 months. The lease is enclosed for claim support.

The actual differential eligibility for Ms. Johnson for a replacement housing payment is \$51,264. On April 2, 2020 a claim for the first installment of the RHP was approved in the amount of \$8,000. I verified that Ms. Johnson is still living at the replacement site and is therefore eligible for the remainder of the differential in the amount of \$43,264.

Therefore, I recommend approval of the second installment of \$43,264 for the Replacement Housing Payment. In addition to the approved Replacement Housing Payment Computation, rent receipt from landlord for November's rent has been provided as Ms. Johnson paid cash.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

Enclosures

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Corrine Johnson	Date Claim Submitted to WisDOT 12-2-20
Replacement Property Address 458 S. 16th St. LaCrescent, MN	Relocation Agent Name Maria "Izzy" Krueger
Subject Property Address 2350 South Avenue, Apt. 114, La Crosse	Actual Vacate Date from Subject 5-30-20

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> Residential relocation | <input type="checkbox"/> Owner occupant (subject) | <input type="checkbox"/> Replacement - Purchase | <input type="checkbox"/> Move Only - no displaced persons |
| <input type="checkbox"/> Nonresidential relocation | <input checked="" type="checkbox"/> Tenant occupant (subject) | <input checked="" type="checkbox"/> Replacement - Rental | |
| <input type="checkbox"/> Outdoor advertising sign relocation | <input type="checkbox"/> Landlord (subject) | | |

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>Corrine Johnson</u>	<u>12-2-20</u>	<u>X</u>	
Claimant Signature	Date	Claimant Signature	Date
Corrine Johnson			
Print Name		Print Name	

WisDOT Use Only

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>X Maria Krueger</u>	<u>12/7/2020</u>	<u>X Tracey Johnsrud</u>	<u>12/9/2020</u>
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date
Maria Krueger		Tracey Johnsrud	
Print Name		Print Name	

Project ID
1641-02-22County
La CrosseParcel No.
31-114

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$43,264	\$ 43,264.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$43,264	\$ 43,264.00

REPLACEMENT HOUSING PAYMENT – TENANTComputation Form
RE1948 09/2018

Wisconsin Department of Transportation

☒ Tenant – Occupant☐ 90 Day – Owner Occupant☐ <90 Day – Owner Occupant**Subject Property**

Name: Corinne Johnson

Number of Occupants: 01

Address: 2350 South Avenue, Apartment 114, La Crosse, WI

Apartment Number: 114

Habitable Area Required: 700

Subject Prop.-Unit Type-SF, Duplex, etc.: Apartment Complex

Approximate Age: 15+/-

State of Repair: Average

Approximate Habitable Area: 700

Type of Construction: Concrete Block/Wood Frame

DSS: Yes

Type of Neighborhood: Urban

Number of Rooms: 3

Utilities Available: Gas/Water/Sewer/Electric

Furnished/Unfurnished: Unfurnished

Number of Bedrooms: 1

Section A – Available Comparable Housing – Computations are made using Comparable Property A listed below

Comparable Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities	Monthly Rent
A	950+/-	1935 Miller Street, La Crosse	\$1,195	+ \$110	= \$1,305
B	950+/-	1935 Miller Street, La Crosse	\$1,195	+ \$110	= \$1,305
C	925+/-	809 Kane Street, La Crosse	\$1,029	+ \$110	= \$1,139

Section B – Replacement Housing Payment Calculation

- New Monthly Rent (from Section A) \$1,305 per month X 48 months = \$62,640
- Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
 - Actual Rent Paid (Average of last 3 months) \$475
Utilities (Average of last 12 months) + \$53
= \$528
 - OR
 - Economic Rent \$-0-
Utilities (Average of last 12 months) + \$-0-
= \$-0-
 - Thirty (30) percent of Gross Monthly Income (See note.) \$237
 - Amounts designated for Shelter & Utilities by Public Agency \$-0-
- Base Monthly Rent – Lesser of (a) OR (b, c, or d) \$237 per month x 48 months = \$11,376
- Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$51,264

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

Rental Replacement Payment

The rental replacement housing payment shall be made in two installments.

Amount of first installment

\$8,000

Amount of second installment

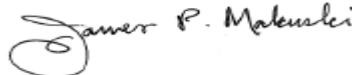
\$43,264**Attachments**

* Residential Comparison Chart

* Documentation of comparable properties from source of information

Relocation Specialist Statement of Certification – I certify that:

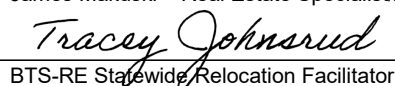
- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

APPROVAL RECOMMENDED:

James Makuski – Real Estate Specialist/Advanced

02-11-2020

Date

COMPUTATION APPROVED BY:
BTS-RE Statewide Relocation Facilitator

2/17/2020

Date

Project ID:1641-02-22	Project: La Crosse	County: La Crosse	Parcel: 31-114
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RENT RECEIPT

Date

11/30/20

No.

Received from

Corrine Johnson

The Sum of

1200.00

one thousand two hundred and 00/100 Dollars

For Rent at

458 S. 16th

Paid by

☐ Check No.

☒ Cash

☐ Money Order

For the Period

Nov 1 to Nov 30

Received by

Address

Phone

Landlord's Signature

Allan J. Reid

MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 2011 by Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

Landlord and Tenant agree to the following terms.

TENANTS. (Each adult who signs this Lease is a "Tenant.")

Corrine Johnson

OTHER OCCUPANTS.

LANDLORD. Allan Leis

The Premises ("Premises") includes dwelling unit number _____

at (street address) 458 S. 16th St. (city) La Crescent MN (zip code) 55947

and garage no. _____, storage unit no. _____, parking stall no. _____

Term of Lease. (Write number of months or "month-to-month.") 6 months then month to month

Starting Date of Possession 6-1-20 Ending Date of Possession (if known) _____

Monthly Rent \$ 1,200.00 Security Deposit \$ 1,200.00

Late Fee \$ 50.00 (In no case may the late fee exceed 8.0% of the overdue rent payment. Minn. Stat. Section 504B.177.)

OTHER CHARGES (specify) _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	\$1,200.00
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	\$1,200.00
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	\$2,400.00

Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent	Not Included in Rent; Paid or Billed Separately		
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
	LANDLORD PAYS SERVICE PROVIDER	TENANT PAYS DIRECTLY TO SERVICE PROVIDER	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does not have a separate meter.) (ADDED TO RENT)
UTILITY OR SERVICE	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)		
>>>>>> CHECK ONLY ONE COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<				
Natural Gas		X		
Water & Sewer		X		
Electricity		X		
Fuel Oil	N/A	N/A		
Garbage Collection	X			
Telephone		X		
Cable Communication		X		
Association Fees	N/A	N/A		
Other Utility or Service (Specify)				
NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility or service, Landlord must complete Part 35 of this Lease before Tenant signs. Caution: Minneapolis and other cities might prohibit the apportioning of utilities (Choice No. 4).			SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.	

CHECK APPLIANCES INCLUDED

<input checked="" type="checkbox"/> REFRIGERATOR	<input checked="" type="checkbox"/> CLOTHES WASHER
<input checked="" type="checkbox"/> KITCHEN STOVE	<input checked="" type="checkbox"/> CLOTHES DRYER
<input type="checkbox"/> MICROWAVE	<input type="checkbox"/> WINDOW UNIT AIR CONDITIONER
<input checked="" type="checkbox"/> DISHWASHER	<input type="checkbox"/> GAS GRILL
<input type="checkbox"/> TRASH COMPACTER	<input type="checkbox"/> OTHER

The person authorized to manage the Premises is

Name _____
Street Address, (not P.O. Box) _____
City, State, Zip code _____ Telephone _____

The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

Name Allan Leis
Street Address, (not P.O. Box) 103 Depot St.
City, State, Zip code Chaseburg, WI 54621 Telephone 608-483-3105

List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

TERMS OF THIS LEASE.

1. **OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

2. **RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at Mailed to: 103 Depot St., Chaseburg, WI 54621 or other reasonable place requested by Landlord.

3. **LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

4. **SECURITY DEPOSIT.** Landlord may use the security deposit
A. To cover Tenant's failure to pay rent or other money due Landlord.
B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

5. **EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease, not just a proportionate share.

6. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

7. **LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

8. **ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

9. **PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

10. **LANDLORD'S PROMISES.**

- A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.
- B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
- C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

11. **TENANT'S PROMISES.**

- A. Tenant shall not allow damage to the Premises.
- B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.
- C. Tenant shall make no alterations or additions.
- D. Tenant shall remove no fixtures.
- E. Tenant shall not paint the Premises without Landlord's written consent.
- F. Tenant shall keep the Premises clean and tidy.
- G. Tenant shall not unreasonably disturb the peace and quiet of others.
- H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
- I. Tenant shall use the Premises only as a private residence.

- 130 J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
131 K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in
132 Landlord's insurance.
133 L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
134 M. Tenant shall notify Landlord in writing of any repairs to be made.
135 N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.
136
- 137 12. **TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after
138 service is started or the phone number is changed.
139
- 140 13. **RESTRICTIONS.**
141 A. **WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.
142 B. **PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
143 C. **LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the
144 lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations,
145 Landlord shall change the locks at Landlord's expense.
146 D. **VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle,
147 inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of
148 the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises
149 is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles
150 shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store
151 the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.
152
- 153 14. **LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.
154 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter
155 the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing.
156 The writing must be left in a conspicuous place in the Premises.
157
- 158 15. **DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any
159 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain
160 Renter's Insurance
161
- 162 16. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that
163 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in
164 writing.
165
- 166 17. **SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant
167 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or
168 delayed.
169
- 170 18. **MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending Date.
171 If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed
172 nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.
173
- 174 19. **NOTICE IF LEASE BECOMES MONTH-TO-MONTH** If this Lease is or becomes month-to-month, written
175 notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and
176 must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice
177 must be received on March 31 or earlier.
178
- 179 20. **VACATING.** When moving out, Tenant must:
180 A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or
181 casualty loss.
182 B. Completely vacate the Premises, including storage units, garage and parking stalls.
183 C. Give Landlord a forwarding address.
184 D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and
185 tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge
186 reasonable costs to Tenant.
187
- 188 21. **PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**
189 A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault
190 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease.
191 To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the
192 date the Premises became unfit for occupancy.
193 B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault
194 or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall
195 give prompt written notice to Tenant.
196
- 197 22. **BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this lease, Landlord may do these
198 things.
199 A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up
200 possession, Landlord may bring an eviction action (unlawful detainer action).
201 B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If
202 Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action).
203 Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's
204 right to evict.
205 C. Bring an eviction action immediately (unlawful detainer action).
206

23. **DUTY TO PAY RENT AFTER EVICTION OR SURRENDER.** Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

24. **SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.

25. **EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

26. **SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

27. **TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.

28. **MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

29. **ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

30. **NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

31. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.

B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.

C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

32. **LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

A. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none.") NONE

B. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none.") NONE

C. **Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.

Tenants' initials _____

D. **Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and is aware of agent's responsibility to ensure compliance.

Agent's initials _____

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

Landlord	Date	Tenant	Date	Agent	Date
----------	------	--------	------	-------	------

33. **CHANGES TO LEASE.** Landlord and Tenant may change the terms of this Lease in writing.

34. **SMOKING.** (check one) ☐ Tenant may allow smoking on the Premises.
☒ Tenant shall not allow smoking on the Premises.

35. **UTILITIES SERVICE NOTICE.** If any of the utilities or services on Page 1 of this Lease is rebilled to Tenant

(Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part of the Lease and must be completed by Landlord.

A. REBILLED UTILITIES (Under Choice No. 3). For each utility or service rebilled to Tenant under a meter or account that provides service exclusively to Tenant's Premises, Landlord shall provide a copy to Tenant of each billing statement from the utility provider.

B. APPORTIONED UTILITIES UNDER A SINGLE-METERED SERVICE (Under Choice No. 4).

(1) Landlord is the customer of record under contract with the utility or service provider and shall pay the provider directly.

(2) Landlord may apportion the utility or service bill among the tenants of the building. The apportionment shall be by following this equitable method or formula [state the formula precisely here, including the frequency of billing for each apportioned utility or service]: _____

(3) Upon request, Landlord shall provide Tenant with a copy of each actual utility or service bill for the building along with each apportioned services bill.

(4) Landlord must provide the following information for each apportioned utility billed to Tenant. For the most recent calendar year [state year here: _____], the actual utility bills in each month were:

MONTH	GAS	ELECTRIC	WATER/SEWER	FUEL OIL	GARBAGE	OTHER
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Column Total						
Monthly Average*						

*NOTE: If this Lease is for one year or more, then Landlord and Tenant may agree to use a monthly average as the good faith estimate of the monthly utilities bill as an annualized budget plan providing for level monthly payments. If Landlord and Tenant agree to a budget plan using monthly averages for payment of these utilities, initial here:

Landlord _____ Tenant _____ Tenant _____ Tenant _____

In subsequent lease years, Landlord shall give Tenant updated information on apportioned utilities before changing Tenant's budget plan amount.

Instead of filling out the table above, Landlord may attach copies of the 12 monthly bills for each apportioned utility.

(5) Upon Tenant's request, Landlord shall provide Tenant with copies of the actual utility or service bills for any apportioned utility or service for the past two years. However, if Landlord acquired the building less than two years ago, Landlord shall provide copies of bills back to the date that Landlord bought the building.

(6) If the gas, fuel oil, or electric charge is apportioned, Landlord shall notify Tenant by September 30 of each year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

36. ADDITIONAL TERMS.

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Landlord and Tenant agree to the terms of this Lease.

LANDLORD

Allan Lewis Date *5-9-2020*

Date

Date

Date

TENANTS

Cori Johnson Date *5-9-20*

Date

Date

Date

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

Cori Johnson Date: *5-9-20* _____ Date: _____

Date: _____ Date: _____



DU FRANE

Moving & Storage Inc.

World Wide Moving Services

Tariff DMSTAR
MC# 312674

Estimated Cost of Services

Shipper: Susan Suchla - D.O.T. #4
Address: 2350 South Av Apt 104
City: Wacrossa WI Zip: _____
Phone: (H/C) _____ (W) _____

Consignee: _____
Address: _____
City: Wacrossa WI Zip: _____
Phone: (H/C) _____ (W) _____

IMPORTANT: This estimate covers only the articles and services listed. It is not a guarantee that the actual charges will not exceed the amount of the estimate. Exact charges for local services provided will be computed on a time and materials basis subect to the current rates on file on the date of the move. All rates and terms of the contract are available for your inspection at Du Frane headquarters. Exact charges for loading, trasporting, and unloading are based upon the volume of the goods transported and such charges may not be determined prior to the time the goods are loaded on the van. Charges for additional services will be added to the transportation charges.

ESTIMATED COST OF SERVICES

Transportation: 8000 pounds _____
Transportation: 40 hours 1 men \$ 75.00 per hour 3000.00
Extra pick-up: _____ delivery _____
Released valuation (Local/Intrastate \$.10/lb /article - included at no additional cost) _____
\$ _____ Replacement value protection with \$ _____ deductible. Cost \$ _____
\$ 48000 Actual cash value protection with \$ 0 deductible. Cost \$ 432.00
Packing services (see below) _____ 3641.50
Bulky items _____ Piano/Organ _____
Truck Charge/Fuel Surcharge _____
Household Protection Floor Protection at unload 25.00
Other: _____

SUBTOTAL

STORAGE: Rent per month/night _____ Refundable Security Deposit _____ Warehouse handling _____
Pick-up/delivery for storage _____
Estimated cost for the move out of storage _____

TOTAL ESTIMATED COST 7098.50

PAYMENT: Upon delivery payment is due in FULL.

NO CREDIT WILL BE EXTENDED WITHOUT MANAGEMENT APPROVAL.

Scheduled Moving Dates: Packing _____ Loading _____ Unloading _____ Unpacking _____

Customer's Confirmation Signature _____ Today's date _____

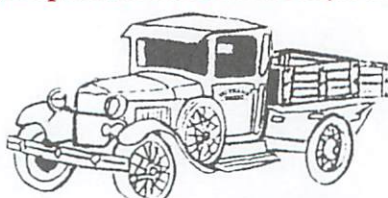
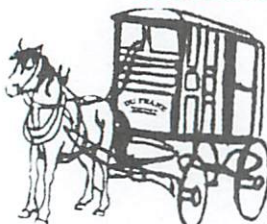
	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Charges	Quantity	Rate	Charges	Quantity	Rate	Charges
Dishpack - <u>U</u>	<u>26</u>	<u>8.50</u>	<u>221 -</u>	<u>26</u>	<u>25.80</u>	<u>670.80</u>	<u>26</u>	<u>14.50</u>	<u>377 -</u>
1.5 cu. ft. - <u>N</u>	<u>12</u>	<u>3.10</u>	<u>37.20</u>	<u>12</u>	<u>7.25</u>	<u>87.00</u>	<u>12</u>	<u>4.00</u>	<u>48 -</u>
3.1 cu. ft. - <u>N</u>	<u>30</u>	<u>4.25</u>	<u>127.50</u>	<u>30</u>	<u>11.15</u>	<u>334.50</u>	<u>30</u>	<u>6.70</u>	<u>201 -</u>
4.5 cu. ft. - <u>U</u>	<u>20</u>	<u>3.50</u>	<u>70 -</u>	<u>20</u>	<u>13.10</u>	<u>262.00</u>	<u>20</u>	<u>6.80</u>	<u>136 -</u>
6.1 cu. ft.									
Wardrobe (purchase)									
Wardrobe (rental)	<u>10</u>	<u>6</u>	<u>60 -</u>	<u>10</u>	<u>7.85</u>	<u>78.50</u>	<u>10</u>	<u>8.15</u>	<u>81.50</u>
T.V. Microwave									
Mattress: Crib									
3/3 Twin									
4/6 Full									
5/6 Queen/King	<u>2</u>	<u>11</u>	<u>22 -</u>						
6/6 Split									
Mirror Pack	<u>18</u>	<u>10</u>	<u>180 -</u>	<u>18</u>	<u>19.95</u>	<u>359.10</u>	<u>18</u>	<u>13.30</u>	<u>239.40</u>
TV Crate Rental	<u>1</u>	<u>35 -</u>	<u>35 -</u>						
Other									
<u>Speed Pack</u>	<u>2</u>	<u>7</u>	<u>14 -</u>						
			Total Charges <u>766.70</u>				Total Charges <u>1791.90</u>		
							Total Charges <u>1082.90</u>		

Shipper or owner acknowledges that only those items listed on the table of measurement are intended to be moved and that the estimated cost of services is based upon such items. Rates quoted reflect the cash discount for regular weekday service unless otherwise noted.

REMARKS: _____

Estimated by _____ Date _____

Generations Of Experience...Courteous, Old Fashioned Service...For Less!



N5603 Cty Rd D • Fond du Lac, WI 54937 • 920-923-7920 • 1-800-425-6683
Beaver Dam 920-885-3873 • Cedarburg 262-228-7827 • Fond du Lac 920-923-7920 • Fox Cities 920-738-0977 • Green Lake 920-294-3609 • Hartford 262-457-9000
Hartland 262-563-2108 • Hortonville/Greenville 920-710-1376 • Germantown 262-238-3024 • Manitowoc 920-686-9073 • Menomonee Falls 262-293-4094
Mequon/Thiensville 262-238-3023 • New Holstein 920-827-4821 • Oconomowoc 262-244-5025 • Oshkosh 920-231-4477 • Pewaukee 262-737-5555
Plymouth 920-892-4599 • Ripon 920-294-3609 • Sheboygan/Sheboygan Falls 920-458-9511 • Waupun 920-345-2880 • West Bend/Jackson 262-338-9405
email: moving@dufranemoving.com Website: dufranemoving.com Fax: 920-923-7279

Please Check us out on Facebook (Du Frane Moving & Storage)

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name
Susan Suchla

Subject property address
2350 South Avenue Unit 104, La Crosse, WI

Subject site dwelling/structure type
Apartment Complex

Choose one

☐ Owner☒ Tenant

New address

2670 South 7th Street Unit 1,
La Crosse, WI 54601

New phone number

Email

Gas company

Electric company
Excel energy

Other utility companies

I have vacated the subject property, removed all personal property, and notified the utility companies to change the service to WisDOT.

Remarks:

Susan K. Suchla
Relocatee Signature

9 Dec 2020
Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated

11/18/2020

Date of physical inspection

11/19/2020

Keys received

☒ Yes ☐ No

All personal property has been removed to the satisfaction of WisDOT.

Remarks:

Received a call from Steve Ham, Property Manager who contacted me on Thursday, November 19, 2020 and informed me that the unit has been cleared of all personal items and the keys have been turned in.

Maria Krueger
Real Estate Specialist

11/19/2020
Date

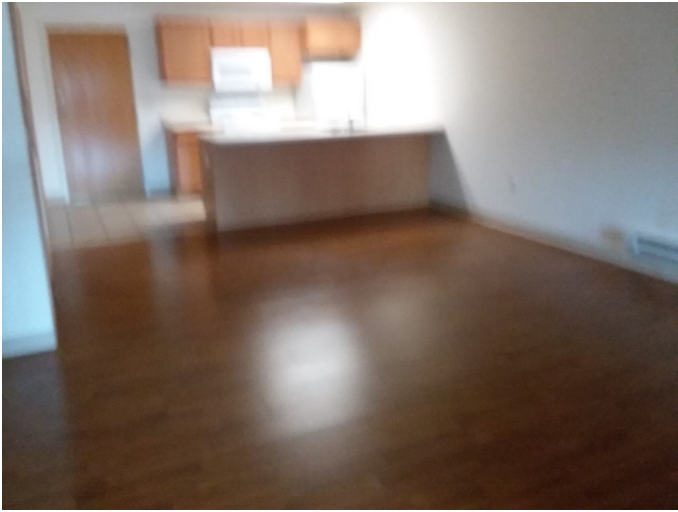


Q J 7 7 0 0 6 8

Project ID
1641-02-22

County
La Crosse

Parcel No.
31-104







**CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184**

December 18, 2020

Project: 1641-02-22

Parcel: 31-106A

County: La Crosse

RE: Tenant Residential Housing Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-106A is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-106A	RHP-Tenant Tenant	Breana Xiong	\$8,000.00

On November 30, 2020 Breana and Sam Xiong signed a lease for replacement housing located at 914 Clinton St., La Crosse, WI 54603 which is enclosed for support of the claim. Sam Xiong is over 18 years of age and living with Breana has been asked to sign the lease. Sam is Breana's oldest son who has been a fulltime student and is helping take care of Leo who is the youngest sibling. Due to the Covid-19, I am prohibited from traveling so the Decent, Safe, and Sanitary inspection was made by Jane Schwartzhoff, Benson Management /Business Assistant. The DSS form was filled out by Jane Schwartzhoff which is enclosed for claim support.

The monthly rent for the replacement site is \$965 plus \$153 for heat and electricity, for a total of \$1,118 base monthly rent.

This will be the first installment of the two-part payment for Ms. Xiong's supplemental rent differential. After June 15, 2021 I will be in contact with Ms. Xiong to verify, she is still at the above noted address and has the same rent terms and average utility costs in order to finalize the remaining payment.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

Enclosures

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Breana Xiong	Date Claim Submitted to WisDOT 12/09/20
Replacement Property Address 914 Clinton St, La Crosse WI 54603	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Ave, La Crosse WI 54602	Actual Vacate Date from Subject

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation ☐ Owner occupant (subject) ☐ Replacement - Purchase ☐ Move Only – no displaced persons
☐ Nonresidential relocation ☒ Tenant occupant (subject) ☒ Replacement - Rental
☐ Outdoor advertising sign relocation ☐ Landlord (subject)

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

x <u>Breana Xiong</u> <u>12/09/20</u>	x _____
Claimant Signature Date	Claimant Signature Date
<u>Breana Xiong</u>	_____
Print Name	Print Name

WisDOT Use Only

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

x <u>Maria Krueger</u> <u>12/17/2020</u>	x <u>Tracey Johnsrud</u> <u>12/21/2020</u>
Relocation Agent Signature Date	BTS Relocation Facilitator Signature Date
<u>Maria Krueger</u>	<u>Tracey Johnsrud</u>
Print Name	Print Name

Project ID: 1641-41-02-22

County: La Crosse

Parcel No.: 31 – 106A

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$ 8,000	\$ 8,000.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$ 8,000	\$ 8,000.00

REPLACEMENT HOUSING PAYMENT – TENANT

Wisconsin Department of Transportation

Computation Form
RE1948 10/2019

☒ Tenant – Occupant ☐ 90 Day – Owner Occupant ☐ <90 Day – Owner Occupant

Subject Property		
Name Breana Xiong	Number of Occupants 3	
Address 2350 South Avenue, La Crosse WI 54602	Apartment Number 106A	Habitable Area Required 850
Subject Prop.-Unit Type-SF, Duplex, etc. Apartment Building	Approximate Age 20+/-	State of Repair Good
Type of Construction Frame	DSS Yes	Type of Neighborhood Mixed
Utilities Available Water/Trash	Furnished/Unfurnished Unfurnished	Number of Rooms 2
		Number of Bedrooms 1

Section A – Available Comparable Housing – Computations are made using Comparable Property A listed below

Comparable Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities + Parking	Monthly Rent
A	1,008	1935 Miller St. La Crosse, WI 54601	\$945	+ \$110	= \$1,055
B	900	602 9 th St N Unit 602, La Crosse, WI 54601	\$825	+ \$140	= \$965
C	875	501-507 Winnebago St., La Crosse, WI 54601	\$855	+ \$110	= \$965

Section B – Replacement Housing Payment Calculation

- New Monthly Rent (from Section A) \$1,055 per month X 48 months \$50,640
- Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
 - Actual Rent Paid (Average of last 3 months) \$520
Utilities (Average of last 12 months) \$65
+ \$585
 - OR
 - Economic Rent
Utilities (Average of last 12 months) \$441.02
+ \$1,723
 - Thirty (30) percent of Gross Monthly Income (See note.) \$21,169
 - Amounts designated for Shelter & Utilities by Public Agency \$29,471
- Base Monthly Rent – Lesser of (a) OR (b, c, or d) \$441.02 per month x 48 months = \$21,169
- Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$29,471

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

Rental Replacement Payment

The rental replacement housing payment shall be made in two installments.

Amount of first installment	<u>\$ 8,000</u>
Amount of second installment	<u>\$ 21,471</u>

Attachments

- * Residential Comparison Chart
- * Documentation of comparable properties from source of information

Relocation Specialist Statement of Certification – I certify that:

- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

APPROVAL RECOMMENDED:

Greg Gasper
Relocation Specialist

12/30/19
Date

COMPUTATION APPROVED BY: Greg Gasper

BTS-RE Statewide Relocation Facilitator

01/09/20

Date

Benson Management, Inc.

326 West Ave. North • La Crosse, WI 54601
(608) 782-3776



1. Preliminary Information

1.1 PARTIES

TENANT(S) (FULL NAMES / DATES OF BIRTH):

Sam O. Xiong, Breana L. Xiong

CO-SIGNER(S) (NAMES / DATES OF BIRTH):**OTHER RESIDENTS:**

Leo Xiong

AUTHORIZED MANAGER OF PROPERTY: Benson Management, Inc.

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

OFFICE:

326 West Ave. North
La Crosse, WI 54601

EMERGENCY PHONE: (608) 782-3776**OWNERS:** Benson Properties , 326 West Avenue North, La Crosse, WI 54601

1.2 CONSENT FOR ELECTRONIC COMMUNICATION

TENANT(s) agree to accept notification / delivery of the following documents by written or electronic means:

1. Copy of the rental agreement and any related documents.
2. A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund.
3. A promise made before the initial rental agreement to clean, repair, or otherwise improve any portion of the premises.
4. Advance notice of entry.

1.3 ADDRESS, RENT, SECURITY DEPOSIT

ADDRESS OF PROPERTY:

914 Clinton St.
La Crosse, WI 54603

MONTHLY RENT: \$965.00**OTHER RENT (storage, garage):****SECURITY DEPOSIT:** \$965.00 DUE NOW

Benson Management, Inc. will hold the security deposit for the term of the tenancy, and upon termination of the tenancy, reserves the right to use the security deposit, or portions thereof, to cover any charges related to your performance on the lease contract, including but not limited to, repair of damages, unpaid rent, late fees, and returned check fees. Payment of the security deposit will go to a single recipient as noted at move out for their distribution to all tenants.

1.4 LEASE DURATION

START DATE: 12/15/2020 at 12:00pm (Noon)**END DATE:** 11/30/2021 at 12:00pm (Noon)

This agreement is only for the stated term and is NOT automatically renewable. LANDLORD and TENANT must agree in writing if tenancy is to continue beyond the end date.

1.5 UTILITIES AND APPLIANCES

UTILITIES INCLUDED IN RENT: trash and recycling

APPLIANCES INCLUDED IN RENT: stove, refrigerator, dishwasher, garbage disposal, air conditioner, and coin-op laundry

1.6 PETS

No pet or animal of any kind, such as but not limited to, a dog/cat/fish/bird/rabbit/reptile/gerbil/snake/etc. of any kind is EVER allowed in the unit, on the premises, or even on the lawn at any time for any reason whatsoever, including "pet sitting" or strays.

1.7 TIME IS OF THE ESSENCE

Time is of the essence as to all dates and deadlines set forth in this Lease, unless otherwise provided by law. IF TENANT(S) SHALL FAIL TO MEET A DEADLINE HEREUNDER, A BREACH OF THIS CONTRACT WILL OCCUR IMMEDIATELY UPON PASSAGE OF THE DEADLINE.

1.8 ATTACHMENTS

Attachments noted below are included with this Lease and incorporated herein by reference. They must be reviewed and initialed for the lease to be complete and binding on the parties. Failure to do so will mean there is no landlord/tenant relationship established.

- Nonstandard Rental Provisions addenda
- Lead Based Paint Addendum

By initialing below, you acknowledge and agree to the terms in Section 1.

X BX X SX
Breana L. Xiong Sam O. Xiong

2. Main Lease Terms

2.1 DEFINITIONS

In the lease, "LANDLORD" means the owner of the premises or the authorized representative. "TENANT" means the adults residing at the property and listed above as tenants and who have signed this lease. "TENANT" also refers to any co-signer(s) of this lease.

2.2 JOINTLY AND SEVERALLY LIABLE

TENANT(s) who have signed this lease is/are jointly and severally liable for all provisions in this lease. The terms of this lease and the obligations it creates are enforceable upon the TENANT(s) as a group and upon each TENANT individually.

2.3 DELIVERY OF RENTAL UNIT TO TENANT(S)

LANDLORD shall deliver to TENANT(s) possession of the rental unit and the premises upon which they are located to TENANT(s) on the Start Date listed above, unless circumstances beyond LANDLORD'S control prevent this. In that event, LANDLORD shall reduce TENANT(s)'s first monthly rent payment by a pro-rated daily rent, times the number of days beyond the promised Start Date that TENANT(s) was unable to take possession of the rental unit.

2.4 RENTAL PAYMENTS / LATE NOTICES / LATE FEES

The TENANT(s) agrees to pay the LANDLORD the full monthly rent on or before the first of each month without demand while this Lease is in effect and during any extensions or renewals of this Lease. Cash payments are not acceptable. Rent payments must be made using the Tenant Portal at <http://bensonmanagement.com/tenant-portal/> or be subject to a \$20 administrative fee. If TENANT(s) need access

to a computer, the LANDLORD can provide directions to the library. If the LANDLORD does not receive the payment by the first of the month (or the envelope mailed to the LANDLORD containing the rent payment is not postmarked prior to the last day of the previous month.) the TENANT(s) will be considered in violation of the Lease and an eviction could result. If the payment is going to be late, the TENANT must contact the LANDLORD immediately with status when rent will be paid. If the LANDLORD accepts a late rent payment, the late charge will be \$40.00 automatically applied if the full payment is not received by the end of the business day on the 1st of the month. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Lease. TENANT(s) shall pay a fee of \$45.00 for each returned check in addition to all accumulated late fees until the returned payment is finally replaced with certified funds. TENANT(s) shall not withhold all or a portion of rent from LANDLORD due to alleged or actual damages incurred by TENANT(s) as a result of LANDLORD's failure to fulfill its obligations hereunder, unless such abatement is (1) required by the laws, rules and ordinances or any court orders governing this agreement, or (2) expressly agreed to by LANDLORD in a writing signed prior to the abatement. TENANT(s) may not require LANDLORD to use his/her/their security deposit as TENANT(s)'s last month of rent, unless both LANDLORD and TENANT(s) expressly agree to such application of the security deposit in writing.

2.5 UTILITIES

1. **XCEL:** Xcel Energy: TENANT(s) will be either (a) billed directly by Xcel Energy for electricity and/or gas because it is separately metered at this property, (b) billed by LANDLORD for the Xcel Energy bill for electricity and/or gas because it is not separately metered, or (c) billed for the TENANT(s) pro-rata share of the Xcel Energy bill based on the number of tenants in the building. TENANT(s) agrees to pay the above bill within five (5) days of its receipt or risk eviction. **Tenant(s) at 914 Clinton Street will have Xcel Energy turned on into tenant(s) name to start on first day of lease term and will pay Xcel Energy directly. Written proof of Xcel Energy name switch must be provided to Landlord prior to getting the keys.**
2. **CITY OF LA CROSSE WATER/SEWER/STORM:** This bill is sent quarterly to LANDLORD. TENANT(s) will be billed by LANDLORD. This bill must be paid within five (5) days of its receipt or risk eviction. If applicable, this bill will be divided between the number of tenants in the building. If applicable, and these bills are not paid, the amount(s) due will be deducted from the security deposit. **The water/sewer/storm is billed to tenants on a quarterly basis and added to the tenant portal to be paid within 5 business days.**

2.6 USE OF APARTMENT AND NOISE

The TENANT(s) will use the premises for residential purposes only and not for any business purpose, including childcare, bar, etc. Neither TENANT(s) nor LANDLORD shall make or knowingly permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part. The TENANT(s) shall not waste utilities paid by the LANDLORD, nor remove from the premises any property belonging to LANDLORD. The TENANT(s) must not leave personal property or garbage in the commons areas. The building hallways must not be used at any time for storage of personal property. Any item found in the hallways will be removed without notice and put out for garbage collection. The TENANT(s) understand that the lease states that during the lease term, as a condition of our continuing right to use and occupy the premises, TENANT(s) agrees and promises NOT to make excessive noise or engage in activities which unduly disturb neighbors or other TENANT(s) in the building. TENANT(s) also understand that LANDLORD will issue a "5-day Correct or Vacate" notice. This is the first step in the eviction process. Therefore, TENANT(s) agree and promise to do all of the following: (1) to keep the music, conversation, and activities low so not to disturb anyone in the building or the neighborhood; (2) to remind any guest of this rule and to enforce it; (3) to respect and honor any other tenant's request to be quieter; (4) to be financially responsible and to immediately reimburse the LANDLORD for any citations, fines, expenses, attorney's fees, etc. that LANDLORD may incur as a result of TENANT(s)'s or his/her guest's activities getting a noise citation.

2.7 MAINTENANCE

The TENANT(s) shall maintain the portion of the premises under TENANT(s)'s control in a condition that is clean, sanitary and generally as good as that which existed at the time TENANT(s) moved in, normal wear and tear excepted. TENANT(s) will not damage, abuse or remove any of the premises' furnishings or appliances and will notify the LANDLORD immediately of any condition in the apartment that is dangerous to human health or safety or which may damage the apartment or waste utilities. TENANT(s) shall be responsible for minor repairs, including, but not limited to, re-lighting pilot lights, replacing furnace filters and unclogging minor drain or garbage disposal blockages, and for maintaining a reasonable level of heat to ensure the habitability of the premises and prevent damage to the premises. TENANT(s) have a duty to make reasonable efforts to investigate the cause of any problem with the premises or its furnishings or appliances. TENANT(s) is responsible for keeping the premises sufficiently heated at all times in the winter to avoid freezing pipes. TENANT(s) is responsible for maintaining and repairing telephone and cable wiring inside the unit. LANDLORD is not responsible for telephone or cable wiring inside the unit, and therefore recommends that TENANT(s) check with Century Link (www.centurylink.com) or (800-366-8201 FREE) and/or Charter Communications (www.charter.com) or (877-906-9121 FREE) about buying an insurance service for this protection when applying for service. No satellite dishes are allowed. If there are washer/dryer hook-ups in the unit, TENANT(s) is responsible for maintaining these hook-ups and for any type of damage to the premises because of them or their malfunction. This includes, but is not limited to, cleaning dryer vents upon move-in and every six months after that, cleaning lint traps after each use, and eliminating washing machine leaks. This unit may have hook-ups. If there is an outside water faucet TENANT(s) is responsible for turning the water off to the faucet and draining the pipe to the outside to prevent frozen pipe damage. TENANT(s) is responsible for any damage if this is not done or not done properly. This unit may have an outside faucet.

2.8 WATERBEDS

TENANT(s) may not keep a waterbed or other water-filled furniture in the apartment without written consent of the LANDLORD.

2.9 ALTERATIONS, IMPROVEMENTS, PICTURE HANGING

The TENANT(s) shall make no alterations to the premises without the written consent of the LANDLORD. This includes painting and wallpapering. Pictures shall be hung in a way which minimizes damage, with no adhesives.

2.10 VISITORS AND GUESTS

TENANT(s) shall be liable for any property damage, waste or neglect of the premises caused by TENANT(s)'s visitors and/or guests. Only the TENANT(s) and those listed above as other residents may reside at the premises, unless prior written permission is obtained from the LANDLORD. TENANT(s) may have guests residing temporarily in the premises, so long as (1) a guest's presence does not interfere with the quiet enjoyment of other occupants of the premises, (2) the number of TENANT(s)'s guests are not unreasonable given the size of TENANT(s)'s rental unit, and (3) a guest does not reside in TENANT(s)'s unit for more than 5 days in a 3 month period without the prior written consent of LANDLORD. So there is no confusion between a person living there or a visitor: TENANT(s) shall not give a visitor a key to the building, unit or mailbox., allow a visitor's car in the parking lot or garage, or permit a visitor to list TENANT(s)'s apartment as the visitor's mailing address.

2.11 VEHICLES AND PARKING

TENANT(s) understands and agrees that parking a vehicle on the premises or in the lot is by permit or assigned parking only. A parking application form must be completed in order to receive a permit or assigned parking spot. Landlord, at its sole discretion, and provided that space exists in the parking lot, may thereafter add a \$270.00 parking permit fee or a \$30.00 per month assigned parking spot fee to the Tenant Portal. LANDLORD parking rules must be followed at all times. TENANT(s) understands and agrees that for the convenience of all tenants, LANDLORD will have vehicles without proper permits ticketed and towed at its owner's expense. TENANT(s) agree to park vehicles owned or leased by the TENANT(s) only on the paved areas of the premises and only in the area assigned to this particular unit (if applicable). Vehicles must be registered to the TENANT or to his/her parents (not friends, fiancés, etc.). TENANT(s) agrees that parking on the premises is at his/her own risk, and will not hold LANDLORD responsible for injury, vandalism, theft, etc. unless caused by the negligence of LANDLORD. Large trucks, boats, trailers, junk or non-operable cars are not permitted on the property. Mopeds or motorcycles are not allowed on the premises without a parking permit or assigned parking spot. Removal of a TENANT(s) vehicle in violation of this section will be at the option of the LANDLORD and at the expense of the TENANT(s). TENANT(s) agrees to keep his/her vehicle in operating condition, maintaining unexpired license plates and obtaining adequate insurance. TENANT(s) will not park on the lawn or allow others to park on the lawn. There may be off-street parking at this unit. TENANT(s) understands and agrees that it is his/her responsibility to inform visitors and guests to park on the street and not in the tenant parking lot, or the vehicle will be ticketed and towed. There are a limited amount of assigned parking spots that are first-come, first-served. TENANT(s) may notify a towing company if an unapproved vehicle is parked in the TENANT(s) assigned parking spot.

TENANTS AT THIS LOCATION DO NOT PAY FOR PARKING BUT OTHER RULES APPLY.

2.12 LOCKS, KEYS AND LOCKOUTS

TENANT(s) agrees not to duplicate any key(s) or change or add any lock(s). If during the lease term keys are lost TENANT(s) agrees to call American Lock And Key at (608) 782-7777 to have the locks changed and new keys issued at TENANT's expense and any charges to be paid directly to American Lock and Key. TENANT(s) agrees to contact LANDLORD within 48 hours in addition to contacting American Lock and Key if keys are lost. All keys must be returned to the office on the day the last tenant vacates or before 12:00 Noon on the lease expiration date. For security reasons, no key should ever be left in the unit. TENANT(s) agrees that LANDLORD is under no obligation to unlock any door at any time. During normal business hours, TENANT(s) may come to the office with a picture I.D. and temporarily borrow another key at no charge. **If tenant(s) need to be unlocked from the unit after regular business hours a \$75 maintenance fee will be added to the tenant portal to be paid within 5 business days.**

2.13 SUBLET

TENANT(s) shall not assign this lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof, to any person without the prior written consent of LANDLORD.

2.14 LANDLORD'S RIGHT TO ENTER THE PREMISES

LANDLORD may enter the premises occupied by TENANT(s) at reasonable times, with at least 12 hours advance notice, to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws or regulations. LANDLORD may enter without advance notice upon consent of the TENANT(s), when a health or safety emergency exists, or if TENANT(s) is absent and LANDLORD believes entry is necessary to protect the premises from damage.

2.15 DAMAGE TO PREMISES

If the premises are partially damaged by fire or other casualty (not due to LANDLORD's negligence or willful act or that of TENANT's employee, family member, agent or visitor) or partially taken by eminent domain, the premises shall be promptly repaired by LANDLORD to the extent practical, and there shall be a rent abatement corresponding to the period of time during which the premises were untenable. TENANT(s) may move out if the repair work causes undue hardship. If the premises should be damaged or taken by eminent domain to the extent that the LANDLORD shall be unable to obtain insurance at a reasonable rate or that the LANDLORD, in good faith, shall decide not to rebuild or repair, the term of this contract shall end and the rent shall be prorated up to the time of damage.

2.16 DAMAGE OR INJURY TO TENANT(S) AND PROPERTY, INSURANCE

LANDLORD is not responsible for any damage or injury that is done to TENANT(s), TENANT(s)'s property, or TENANT(s)'s guests or their property. The LANDLORD does not carry insurance for loss to the TENANT(s)'s property. LANDLORD recommends that TENANT(s) carry Renter's Insurance to protect against losses or property damage.

By initialing below, you acknowledge and agree to the terms in Section 2.

X BX X SX
Breana L. Xiong Sam O. Xiong

3. Main Lease Terms, Part 2

3.1 RULES

Landlord may make reasonable other rules governing the use and occupancy of the premises and the building in which they are located. Any rules in effect at the time TENANT(s) sign this Lease shall be attached hereto and incorporated herein, and TENANT(s)'s signature on this Lease shall constitute an acknowledgement of the receipt of such rules. LANDLORD may make reasonable amendments to the rules, and such rules shall take effect no sooner than 14 days after LANDLORD has delivered the amended rules to TENANT(s). Any breach of LANDLORD's rules by TENANT(s) shall constitute a breach of this Lease. In the event that an amendment to the rules by LANDLORD shall materially and adversely affect TENANT(s)'s use of the premises, TENANT(s) may, at any time before the amendment becomes effective, terminate this Lease upon 28 days' advance written notice, effective at the end of a rent-paying period, which specifically identifies the rule change and its effect on TENANT(s)'s occupation of the premises.

3.2 ABANDONMENT

If TENANT(s) is absent from the premises for 3 successive weeks without notifying LANDLORD of this absence, TENANT(s) shall be deemed to have abandoned the premises, unless rent has been pre-paid for the full duration of TENANT(s)'s absence. If TENANT(s) leave personal property on the premises after they have abandoned, been evicted, or surrendered the premises according to the lease, TENANT(s) shall be deemed to have abandoned the personal property, and LANDLORD shall deal with it as specified in Wis. Stat. § 704.05(5).

3.3 DAMAGES / MITIGATION

If TENANT(s) abandons the premises before the end of the Lease term, or if tenancy is terminated as a result of TENANT(s)'s breach of this contract, LANDLORD shall make reasonable efforts to re-rent the premises and apply the rent received, less costs of re-renting, to TENANT(s)'s rent obligations under this agreement and the Non-Standard Lease Provisions. TENANT(s) shall remain responsible for any deficiency.

3.4 SMOKE DETECTOR NOTICE

TENANT(s) is responsible for notifying LANDLORD by telephone and in writing immediately if a smoke detector or carbon monoxide detector is not working properly or needs a new battery. TENANT(s) promises to never disable or remove a battery from any type of detector. This unit may have electrically wired-in detectors or battery detectors. Wisconsin law requires that the LANDLORD maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The LANDLORD shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.

3.5 ENTIRE AGREEMENT

This agreement and the documents incorporated herein by reference constitute the entire understanding between the parties and, except as provided herein, supersedes any prior understandings or agreements between the parties with respect to the subject matter of this agreement.

3.6 PROMOTIONS

Any "free rent" promotions that are given will be in the form of a rent credit only and are not reimbursable for cash. If a resident receives a promotion and does not fulfill the lease term, the promotion amount will be charged back to the resident and it becomes immediately due. If a resident does not utilize the free rent promo prior to vacating a full term lease, the free rent promo becomes null and void.

3.7 POSSESSION

If the LANDLORD cannot deliver possession of the property through no fault of the LANDLORD, the LANDLORD shall have no liability, and the rental shall abate until possession is given. In the event possession cannot be delivered within ten days, through no fault of the LANDLORD, then the lease terminates without further liability.

3.8 GARBAGE AND RECYCLING

TENANT(s) agrees, at his/her sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. TENANT(s) shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by LANDLORD for the sorting and separation of all such designated recyclable materials. All waste products, garbage, refuse, and trash, except recyclables, must be put in tied garbage bags and the bags must be placed in garbage totes. TENANT(s) lives in a property with a dumpster and recycling totes provided by LANDLORD. If applicable, TENANT(s) agrees to provide and maintain at all times and at his/her sole cost and expense enough garbage cans of the required size and with tight fitting lids to comply with all garbage rules and laws. If applicable, TENANT(s) agrees to maintain and leave on the premises upon move-out any/all turquoise recycling bin(s) provided by LANDLORD and if missing, the cost shall be deducted from the security deposit return. TENANT(s) is responsible for keeping the garbage can storage area and the garbage pick-up area clean and free of loose garbage at all times, regardless of the cause of the loose garbage. LANDLORD reserves the right, where permitted by law, to refuse to collect or accept from TENANT(s) any waste product, garbage, refuse, or trash which is not separated and sorted as required by law, and to require TENANT(s) to arrange for such collection, at TENANT(s)'s expense, using a contractor satisfactory to LANDLORD. TENANT(s) understands that non-compliance with this section shall constitute a violation of a substantial obligation of the tenancy and LANDLORD'S rules and regulation.

3.9 BASEMENT OR STORAGE ROOM

TENANT(s) understands, agree and promise all of the following during the term of our lease: (1) If TENANT(s) uses the basement it will be for storage only; (2) TENANT(s) understands that if the basement is used for storage it will be at TENANT(s)'s own risk. If anything gets damaged for any reason, except by the negligence of the LANDLORD, TENANT(s) will not hold the LANDLORD responsible; (3) TENANT(s) will not store any item within 10 feet of the furnace and/or water heater; (4) TENANT(s) will test the smoke detector monthly and inform LANDLORD immediately by telephone AND in writing if any are not working properly; (5) TENANT(s) will not cover any of the basement windows; (6) TENANT(s) will never use the basement as a bedroom, sleeping area, weight room, living room or for having parties or entertaining guests; (7) TENANT(s) will never have any type of bar or beer pong table in the basement; (8) Upon vacating, TENANT(s) will remove all the items/possessions he/she owns from the basement or storage room and sweep the steps and floor.

3.10 FIRE CODE

Due to fire codes, the front, rear and hall doors of the building may never be propped open at any time for any reason. These doors are required by law to remain closed at all times. If a fire should ever occur in the building, these doors would inhibit its spread and would save lives. No one is allowed to congregate in any hallway or stairway. These areas may not be used at any time for small groups, entertaining, parties of any size, etc. This also applies to outside stairs and decks. A jump platform is not considered a deck, it is for fire emergency purposes only. Emergency exit(s) and/or first floor patios are either required by fire codes or are for decoration of the building. TENANT(s) may place no more than two lawn or patio chairs on them and may use them only for his/her personal quiet enjoyment. They are never for entertaining or for grilling. No inside furniture is ever allowed on them. When smoking outside, an ashtray must be used. TENANT(s) agrees to pick/clean up yard of all cigarette butts in and around the yard within twenty-four hours if asked to do so by LANDLORD. No furniture of any kind is allowed on the lawn, sidewalks, landscaping, parking area, inside hallways or any other common area. NO GRILLING OR FIRE PITs ARE EVER ALLOWED ANYWHERE ON THE PREMISES!

3.11 BICYCLES

TENANT(s) agrees that LANDLORD is not responsible for the theft or vandalism of any bicycle placed on or near the bike rack. If TENANT(s) or a guest(s) brings in a bicycle, be careful not to mark up the walls in the hallways and in the apartment.

3.12 SEVEN DAY DAMAGE REPORT

TENANT(s) has seven (7) days from the beginning of the lease term to inspect the unit and the premises and document in writing any pre-existing conditions or damages. LANDLORD will give TENANT(s) a form to use upon pick-up of the keys. Failure to turn in any report within seven (7) days shall be deemed to mean that the unit and premises were in perfect condition upon move-in. Further, TENANT(s) agrees that upon vacating, TENANT(s) shall be responsible for any damage and cleaning, above ordinary wear and tear. If TENANT(s) signs a new lease for this unit after this lease expires, the original "7 Day Damage/Condition Report" will be in force. No new report will be accepted. TENANT(s) has been informed that he/she has the right to request in writing a list or description of any physical damages for which the LANDLORD withheld money from the previous tenant's security deposit. This must be requested when handing in the 7-Day Damage/Condition Report.

3.13 MOLD & MOISTURE ACCUMULATION

TENANT(s) shall remove any and all visible moisture accumulation including but not limited to walls, floors, ceilings, and fixtures. TENANT(s) agrees to mop, dry, and run fans necessary to keep the premises free from all moisture. TENANT(s) shall promptly notify LANDLORD in writing of the presence of the following: water leaks, excessive moisture, standing water in or outside the unit, malfunction of any parts of the heating, air conditioning or ventilation systems, or mold growth that persists after the TENANT(s) has tried to clean the area with a mold-preventing solution. TENANT(s) shall be liable for damage due to their neglect or negligence in failing to report to LANDLORD any of the issues described above.

3.14 LAWN

TENANT agrees to be responsible for mowing the lawn, for raking leaves in fall and disposing of them properly, and for trimming bushes around the building to keep the premises in a neat and safe condition (where applicable). No trampolines are allowed.

Tenant(s) at 914 Clinton Street are responsible for all snow removal of sidewalks/walkways and for lawn care in summer. Other rules also apply.

3.15 SNOW & ICE REMOVAL

1. **SNOW & ICE REMOVAL OF PARKING LOT:** LANDLORD shall be responsible for removing ice in the parking lot. Because it is impossible to get all tenants to remove their vehicles from the parking lot after it snows, the LANDLORD will plow the center of the parking lot only. TENANT(s) is aware and accepts that this may make it very difficult at times to get out of the parking lot and it is the responsibility of the TENANT(s) to remove snow and ice from around the vehicle.
2. **SNOW & ICE REMOVAL OF SIDEWALKS:** If TENANT(s) building contains two (2) or fewer units, TENANT(s) agrees to be responsible for the total and proper removal of all ice and snow from City sidewalks, and/or sidewalks and stairs on the premises in a timely manner and at least by 6:00 P.M. after each snowfall, storm, etc. If it is necessary to use salt, sand, or any other product to remove all ice and snow it is the TENANT(s)'s responsibility to purchase, at his/her own expense, and use these products in order to properly do the job. Further, it is agreed that if TENANT(s) fails to do the job or to do it properly, LANDLORD will have to take action to remedy the situation and TENANT(s) is financially and legally responsible for any and all costs, fines, lawsuits, etc. that are incurred by LANDLORD. Costs and fines must be paid to LANDLORD within five (5) days. If applicable, TENANT(s) is required to remove snow and ice from emergency decks/fire escape(s)/outside steps.
3. **SNOW & ICE REMOVAL OF PARKING AREA:** TENANT(s) agrees to be responsible for the removal of all ice and snow in the parking area on the premises.

Tenant(s) at 914 Clinton Street are responsible for all snow/ice removal of sidewalks and walkways.

3.16 SALE OF PROPERTY

Upon voluntary or involuntary transfer of ownership of the premises, LANDLORD's obligations under this agreement are expressly released by TENANT(s). The new owner of the premises shall be solely responsible for the LANDLORD's obligations under this agreement.

By initialing below, you acknowledge and agree to the terms in Section 3.

X BX
Breana L. Xiong

X SX
Sam O. Xiong

4. Mandatory Disclosures

4.1 LEAD PAINT

TENANT(s) has received, read and understands LANDLORD's lead-based paint disclosures and the *Protect Your Family From Lead In Your Home* information, located in the addenda to this lease and on the internet at <http://bit.ly/BMLeadPaint>. TENANT(s) agree(s) to follow the practices recommended in the pamphlet in order to protect TENANT(s) and other guests and occupants from injuries caused by exposure to lead. TENANT(s) shall immediately notify the LANDLORD in writing if TENANT(s), TENANT(s)'s guests or any other occupant observes any conditions indicating the presence of a potential lead hazard as described in the pamphlet.

Lead based paint pamphlet can also provided by Landlord upon request.

4.2 NOTICE OF DOMESTIC ABUSE PROTECTIONS

1. As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) a person who was not the tenant's invited guest, (b) a person who was the tenant's invited guest, but the tenant has done either of the following: (1) sought an injunction barring the person from the premises, (2) provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

4.3 AS IS CONDITION

TENANT(s) accepts the unit "as is." No verbal promise has been made by LANDLORD. The premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this agreement. The premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

4.4 SEX OFFENDER REGISTRY

TENANT(s) may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

By initialing below, you acknowledge and agree to the terms in Section 4.

X BX X SX
Breana L. Xiong Sam O. Xiong

5. Lead Based Paint Addendum

5.1 LANDLORD DISCLOSURE

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.

LANDLORD's Disclosure:

LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than what, if anything, has been disclosed to you.

LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than what, if anything, has been disclosed to you.

5.2 ARE YOU PLANNING TO BUY OR RENT A HOME BUILT BEFORE 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see section titled "Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint").

5.3 SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

5.4 LEAD GETS INTO THE BODY IN MANY WAYS

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

5.5 HEALTH EFFECTS OF LEAD

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

5.6 CHECK YOUR FAMILY FOR LEAD

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

5.7 WHERE LEAD-BASED PAINT IS FOUND

In general, the older your home or childcare facility, the more likely it has lead-based paint. "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint. "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Learn how to determine if paint is lead-based paint in the section titled "Checking Your Home for Lead."

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

5.8 IDENTIFYING LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next section describes how to do this.

5.9 CHECKING YOUR HOME FOR LEAD

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see section titled, "Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint") may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area. Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

5.10 WHAT YOU CAN DO NOW TO PROTECT YOUR FAMILY

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see section titled, "Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint").
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

5.11 REDUCING LEAD HAZARDS

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see section titled, "Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint") to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see sections titled "For More Information" and "U.S. Environmental Protection Agency (EPA) Regional Offices), or visit epa.gov/lead, or call 1-800-424-LEAD.

5.12 RENOVATING, REMODELING, OR REPAIRING (RRP) A HOME WITH LEAD-BASED PAINT

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

5.13 OTHER SOURCES OF LEAD

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead. In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

5.14 FOR MORE INFORMATION

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

5.15 U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGIONAL OFFICES

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (DT-8J)

77 West Jackson Boulevard

Chicago, IL 60604-3666

(312) 886-7836

5.16 CONSUMER PRODUCT SAFETY COMMISSION (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway

Bethesda, MD 20814-4421

5.17 U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698

hud.gov/offices/lead/

5.18 IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see previous section, titled, "Reducing Lead Hazards").

5.19 ACKNOWLEDGEMENT

LANDLORD has reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. TENANT(s) acknowledge receipt of this lead based paint provision.

By signing below, you acknowledge and agree to the terms in Section 5.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:20am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

6. Non-standard Rental Provision - Basement or Storage Room

6.1 BASEMENT OR STORAGE ROOM

BASEMENT OR STORAGE ROOM: TENANT agrees that failure to remove ALL items and to clean the basement or storage area as required and specified in the main lease section entitled, "Basement or Storage Room," will be considered damage and authorize LANDLORD to deduct from our security deposit for any and all costs that may be incurred if TENANT fails to do either properly

By signing below, you acknowledge and agree to the terms in Section 6.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:20am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

7. Non-Standard Rental Provisions - Bicycles

7.1 BICYCLES

BICYCLES: Marks caused by violating the main lease section entitled, "Bicycles," will be considered damage above ordinary wear and tear.

By signing below, you acknowledge and agree to the terms in Section 7.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:20am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

8. Non-Standard Rental Provision - Carpet Cleaning

8.1 CARPET CLEANING

CARPET CLEANING: TENANT agrees that unusually soiled carpets are considered damage. TENANT agrees that any carpet cleaning or replacement costs, except for normal wear and tear, can be charged against the security deposit.

By signing below, you acknowledge and agree to the terms in Section 8.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:21am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

9. Non-Standard Rental Provisions - Cleaners

9.1 CLEANERS

CLEANERS: No abrasive cleaners, such as an SOS or Brillo pad, shall ever be used on any bathtub, shower wall, bathroom sink or a kitchen stainless steel sink. Abrasive cleaners will scratch, discolor and dull the surfaces of these fixtures, which will be considered damage. Instead use warm water and a non-abrasive cleaner (be sure to read product labels) and a soft brush. If you have a ceramic tile floor you must use a professional cleaning product. Any evidence of TENANT using these abrasive cleaners will be considered damage above ordinary wear and tear.

By signing below, you acknowledge and agree to the terms in Section 9.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:36am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

10. Non-Standard Rental Provision - Damages/Repairs

10.1 DAMAGES/REPAIRS

DAMAGES/REPAIRS: TENANT agrees to pay \$65.00 per hour plus the cost of materials or the contractor's invoice for any repair or cleaning work which was the fault or responsibility of the TENANT and not from ordinary wear and tear. TENANT further agrees that these charges will be due at the time of repair. If not paid on time, charges and late fee(s) may be deducted from the security deposit.

By signing below, you acknowledge and agree to the terms in Section 10.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:36am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

11. Non-Standard Rental Provision - Electricity & Check Out Inspection

11.1 ELECTRICITY & CHECK OUT INSPECTION

ELECTRICITY & CHECK-OUT INSPECTION: Upon the end of this lease, LANDLORD highly recommends scheduling a check-out inspection by someone from our staff before vacating. TENANT AGREES ALL UTILITIES WILL BE LEFT ON UNTIL THE LAST DAY OF THE MONTH so that all appliances can be checked and in case there is cleaning work deemed necessary by the LANDLORD that needs to be done. Failure to leave the power on will result in a reconnection charge from Xcel Energy (a minimum of \$25.00) plus the cost of the Xcel Energy usage that was not paid which will be deducted from the security deposit. Tenant also agrees any unpaid water/sewer/storm fees will be deducted from the security deposit.

By signing below, you acknowledge and agree to the terms in Section 11.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:37am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

12. Non-Standard Rental Provision - Food Cutting

12.1 FOOD CUTTING

FOOD CUTTING: No cutting is ever allowed on kitchen countertops without using a cutting board. Marks/cuts/stains on countertops will be considered damage above ordinary wear and tear.

By signing below, you acknowledge and agree to the terms in Section 12.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:38am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

13. Non-Standard Rental Provisions - Garbage and Recycling

13.1 GARBAGE AND RECYCLING

GARBAGE AND RECYCLING: Failure by TENANT to comply with the main lease section entitled, "Garbage and Recycling," may result in a telephone call and/or email from LANDLORD to comply within 24 hours. If TENANT does not comply, LANDLORD will be forced to clean it up and TENANT shall pay LANDLORD a \$65.00 per hour charge. TENANT shall pay all costs, expenses, fines, penalties, or damages imposed on LANDLORD or TENANT by reason of TENANT's failure to comply with the main lease section entitled, "Garbage and Recycling," and shall indemnify, defend, and hold LANDLORD harmless from and against any actions, claims, and suits arising from such non-compliance except for any negligence caused by the LANDLORD.

By signing below, you acknowledge and agree to the terms in Section 13.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:38am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

14. Non-Standard Rental Provision - Keys

14.1 KEYS

KEYS: TENANT agrees that failure to return all keys properly and on time according to the main lease section entitled "Locks, Keys and Lockouts" will result in the locks being changed immediately and the charge(s) deducted from the security deposit. If a member of Benson Management is requested to unlock a door after regular business hours, a fee of \$50, in addition to any locksmith charges, will be added to the Tenant Portal.

By signing below, you acknowledge and agree to the terms in Section 14.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:38am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:47am CST

15. Non-Standard Rental Provision - Late Fees

15.1 LATE FEES

LATE FEES: If rent is not received on time as described in the main section of the lease entitled, "Rental Payments / Late Notices / Late Fees," TENANT agrees to pay a \$40.00 collection/processing fee in addition to the rent and to include it with the rent payment.

By signing below, you acknowledge and agree to the terms in Section 15.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:39am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

16. Non-Standard Rental Provision - Mitigation

16.1 MITIGATION

MITIGATION: If TENANT abandons the Premises before the end of the Lease term, or if tenancy is terminated as a result of TENANT's breach of this contract, LANDLORD shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to TENANT's rent obligations under this agreement. The price for each attempt to show a prospective tenant the property is \$35. TENANT shall remain responsible for any deficiency.

By signing below, you acknowledge and agree to the terms in Section 16.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:39am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

17. Non-Standard Rental Provision - Mold and Moisture Accumulation

17.1 MOLD AND MOISTURE ACCUMULATION

MOLD & MOISTURE ACCUMULATION: TENANT shall remove any and all visible moisture accumulation including but not limited to walls, floors, ceilings, and fixtures. TENANT agrees to mop, dry, and run fans necessary to keep the premises free from all moisture. TENANT shall promptly notify LANDLORD in writing of the presence of the following: water leaks, excessive moisture, standing water in or outside the unit, malfunction of any parts of the heating, air conditioning or ventilation systems, or mold growth that persists after the TENANT has tried to clean the area with a mold-preventing solution. TENANT shall be liable for damage due to their neglect or negligence in failing to report to LANDLORD any of the issues described above, and such damage will be considered to exceed ordinary wear and tear.

By signing below, you acknowledge and agree to the terms in Section 17.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:40am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

18. Non-Standard Rental Provision - Parking Fees

18.1 PARKING FEES

If parking fees are not received timely as described in the lease, TENANT agrees to pay the fees as additional rent.

By signing below, you acknowledge and agree to the terms in Section 18.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:40am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

19. Non-Standard Rental Provision - Pest Control

19.1 PEST CONTROL

PEST CONTROL: TENANT is responsible for treating common pests including but not limited to spiders, ants, insects, and mice. If at any time during TENANT's tenancy of this unit and/or building we find lice, bedbugs, rodents, fleas or any other nuisance pest that is a direct cause of TENANT occupying the premise, TENANT will be responsible for the costs of extermination throughout the unit and the entire building, if necessary, and any other repairs necessary to bring the unit back to before infestation state or this will be deducted from the security deposit.

By signing below, you acknowledge and agree to the terms in Section 19.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:40am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

20. Non-Standard Rental Provision - Pets

20.1 PETS

PETS: Failure by TENANT to abide by the no-pet policy will require that TENANT shall hire and pay for (1) a local professional carpet cleaning company to steam clean all of the carpeting in the unit, (2) a professional exterminator to treat the unit for fleas and ticks, and (3) a furnace and ventilation system cleaning company to clean the furnace and all heating and cooling air vents. The original receipts for all of these services shall be given to LANDLORD as proof of completion. All companies must be local in the City of La Crosse, Onalaska, West Salem, Town of Shelby or Holmen. As a precaution, all of the above services must be performed regardless of whether at the time any fleas, ticks, stains, odors, fur, bugs, etc. are evident. If at the end of the lease term, during the move-out inspection, LANDLORD finds evidence of a pet or animal having been in the unit, TENANT authorizes LANDLORD to have all of the above services above performed and, if necessary, to have the carpeting replaced and the costs deducted from the security deposit.

By signing below, you acknowledge and agree to the terms in Section 20.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:40am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

21. Non-Standard Rental Provision - Photograph Release

21.1 NON-STANDARD RENTAL PROVISION - PHOTOGRAPH RELEASE

TENANT agrees to grant LANDLORD permission to take photographs of my rental unit for possible appearance and inclusion in publications, promotional materials, on-air broadcasts, website, or used in any other way that is deemed appropriate by LANDLORD. LANDLORD will endeavor to remove identifying or sensitive information. The photographs will be used mainly as stock photos for that specific unit.

TENANT releases LANDLORD from any liability, claims, demands, damages, actions, and causes of actions arising from or connected in any way with the use of the photographs, except by negligence of LANDLORD. I understand that I will receive no compensation for participation and that all photographs will become the sole property of LANDLORD.

By signing below, you acknowledge and agree to the terms in Section 21.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:41am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

22. Non-Standard Rental Provision - Redevelopment Restrictions

22.1 REDEVELOPMENT RESTRICTIONS

In the event that this property becomes part of a large scale re-development involving multiple properties, Landlord will end this lease early with a 90 (ninety) day written notice.

By signing below, you acknowledge and agree to the terms in Section 22.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:41am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

23. Non-Standard Rental Provision - Smoking

23.1 SMOKING

NO SMOKING POLICY: TENANT or guest(s) shall not smoke or vape within premises. This includes smoking cigarettes, hookahs, cigars, pipes, or any other smoking device. Smoking paraphernalia is never allowed in the building. This is to stop (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoke damage; and (iii) the increased risk of fire from smoking. TENANT will be responsible for any smoke damage from them or their guests and for picking up of any cigarette butts.

By signing below, you acknowledge and agree to the terms in Section 23.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:41am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

24. Non-Standard Rental Provision - Utilities Not Included In Rent

24.1 XCEL ENERGY AND CITY OF LA CROSSE WATER / SEWER / STORM BILLS

In the case of utilities that are not included in rent and which are not billed by the utility directly to TENANT, TENANT agrees to have their proportionate share of such utility fees deducted from the security deposit.

By signing below, you acknowledge and agree to the terms in Section 24.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:41am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:48am CST

Benson Management, Inc.

326 West Ave. North • La Crosse, WI 54601
(608) 782-3776



25. Sign and Accept

25.1 SIGNATURES

By signing this Lease, I/we, TENANT(s), acknowledge that (1) all information and representations contained in my/our Rental Application are true and correct to the best of my/our knowledge, (2) I/we have read this lease and agree to its terms and the terms of any addenda hereto, and (3) I understand that signing this Lease creates legally enforceable rights and responsibilities and that this lease is governed by Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and federal and state lead-based paint laws. I/we have received a copy of this lease.

X *Breana Ly Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:41am CST

X *Sam O Tommy Xiong*

Lessee

IP Address: 184.100.140.127

11/30/2020 10:54am CST

X *Kelly Benson*

Lessor

IP Address: 24.240.45.65

11/30/2020 11:01am CST

DECENT, SAFE AND SANITARY INSPECTION CERTIFICATION

RE1950 09/2018

Wisconsin Department of Transportation

Owner/Tenant Breana Xiong		Replacement Property Address 914 Clinton Street La Crosse WI			
Asking Price N/A		Selling Price N/A		Monthly Rental Rate \$ 965/mo	
TYPE OF REPLACEMENT		NUMBER OF OCCUPANTS		LIVING AREA AND ROOM COUNT	
Single Family Residence X	Apartment N/A	No. Male Adults 1	No. Female Adults 1	Living Room 10x11 SF	Bdrm. No. 1 12x9 SF
Duplex N/A	Mobile Home N/A	No. Male Children 1	No. Female Children 1	Dining Room 9x8 SF	Bdrm. No. 2 12x10 SF
Room N/A	Other	Total Number of Occupants 3		Family Room — SF	Bdrm. No. 3 10x10.5 SF
Dwelling (Brick, Frame, etc.) frame/siding	Condition good to very good	Rooms Needed for Occupants 5		Kitchen 7.5x11 SF	Bdrm. No. 4 — SF
Approx. Age 5 years old	Type of Neighborhood residential	D.S.S. Area Required 850 sf		Other 230 SF	Habitable Area 893.5 SF

PHYSICAL STANDARDS – Based on Visual Inspection

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	1. Structure	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	5. Kitchen
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation, exterior walls, and roof structurally sound, reasonably weather-tight, rodent proof and in good state of maintenance & repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	For exclusive use of household.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior and exterior stairs and porches are adequate, safe and in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sink connected to hot and cold running water.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior walls, ceilings and floors in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Space for stove and refrigerator with necessary service hookups.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dwelling has adequate number of unobstructed means of egress.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If provided, stove and refrigerator in good working order.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Bath
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Space <input checked="" type="checkbox"/> Central	<input checked="" type="checkbox"/>	<input type="checkbox"/>	For exclusive use of household and offers user privacy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is adequate, safe and in good working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lavatory, tub or shower connected to hot and cold running water.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequate ventilation (operable window or exhaust fan).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electric service is adequate, safe and in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Access is not through a sleeping room.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Light and Ventilation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has continuing and adequate supply of drinkable water.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All habitable rooms have adequate light and ventilation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fixtures in good state of repair and maintenance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows in good state of repair and maintenance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewage system is adequate and in good working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Premises
					Free from adverse environmental effects and conditions constituting a fire, health or safety hazard.

MOBILE HOME DATA					
Manufacturer & Model Year		Size:	Length X	Width =	Sq. Ft.
					D.S.S. Area Required for Occupants
				Habitable Area =	Sq. Ft.
SLEEPING ROOM DATA					
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Habitable Floor Space		D.S.S. Area Required for Occupants	
Has lockable door, if bathroom facilities are separate.					

ATTACH PHOTOGRAPH TO FORM and/or ATTACH SKETCH OF FLOOR PLAN TO REVERSE

Comments:

This dwelling does / does not meet the requirements for decent, safe and sanitary housing in accordance with existing standards.

By (Provide Signature; Do Not Print) Jane L Schwartzhoff	Company/Title Benson Mgmt / Business Asst.	Date 12.8.20
Project ID 1641-02-22	Project C LA CROSSE, SOUTH AVENUE	County La Crosse
		Parcel 31-106A



914 Clinton Street, La Crosse, WI 54603 Exterior, garage, stairs to living space, living area, pantry closet



914 Clinton Street, La Crosse, WI 54603 Kitchen/dining/living area



914 Clinton Street, La Crosse, WI 54603
3 bedrooms, bathroom/laundry



***CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184***

December 1, 2020

Project: 1641-02-22
Parcel: 31-216
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-216 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-216	Moving Expenses Fixed Payment, Room Schedule	Mark and Janelle Bell	\$1,560.00

Mr. & Mr. Bell chose to do a fixed move payment for their personal property located at the subject. Payment was based on the fixed payment schedule as established by FHWA which is attach for supporting documentation. Mr. & Mrs. Bell vacated the subject on November 29, 2020, a vacancy inspection has been completed by Steve Ham, Property Manager. Supporting documentation for claim is enclosed.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

Fixed Payment Schedule

Displacees (persons) may elect to be paid for moving expenses based on the fixed payment schedule as established by FHWA.

The fixed payment schedule is not intended to replace the commercial move estimate or bid on a dollar for dollar basis. A commercial move includes overhead costs; payroll expenses; equipment; and, vehicles of a professional moving company. The homeowner would not incur those costs in a self-move and should not be compensated for them.

The fixed payment schedule includes all of the these items: transportation; packing; crating; unpacking; uncrating; disconnecting and reconnecting utilities; dismantling; removing; reassembling and reinstalling machinery; equipment and appliances; and, disposal of personal property on site.

Fixed Payment Schedule and Dislocation Allowance as Set by FHWA

Effective August 24, 2015

No. of Rooms	Occupant With Furniture	Occupant Without Furniture
1	\$550	\$440
2	\$730	\$545
3	\$935	\$650
4	\$1,140	\$755
5	\$1,350	\$860
6	\$1,560	\$965
7	\$1,765	\$1,070
8	\$1,975	\$1,175
Addl. Room	\$260	\$105

Exceptions:

1. The payment to a person with minimal possessions who occupies a dormitory style room or whose residential move is performed by an agency at no cost to the person is limited to \$100.00.
2. An occupant is paid on an actual cost basis for moving a mobile home from a displacement site. In addition, a reasonable payment to the occupant for packing and securing property for the move may be paid at the agency's discretion.

The subject is a one bedroom unit utilized by 3 individuals-two bedrooms (bedroom and living room), kitchen, dining room, bathroom, 1 closet that contains personal property, and 1 armoire for a total of six rooms.

Total Room Count= 6

Fixed Move Calculation = \$1,560

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018 s. 32.19 & 32.195 Wis. Stats.

Wisconsin Department of Transportation

Claimant Name (print) Mark & Janelle Bell	Date Claim Submitted to WisDOT 11-29-20
Replacement Property Address	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Unit 216, La Crosse, WI 54601	Actual Vacate Date from Subject 11-29-20

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation ☐ Owner occupant (subject) ☐ Replacement - Purchase ☐ Move Only - no displaced persons
☐ Nonresidential relocation ☒ Tenant occupant (subject) ☐ Replacement - Rental
☐ Outdoor advertising sign relocation ☐ Landlord (subject)

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

X Mark A. Bell
Claimant Signature

Date

Mark A. Bell
Print Name

11-29-20

X Janelle L. Bell
Claimant Signature

Date

Janelle L. Bell
Print Name

11-29-20**WisDOT Use Only**

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

X Maria Krueger
Relocation Agent Signature

12/1/2020
Date

X Tracey Johnsrud
BTS Relocation Facilitator Signature

12/9/2020
Date

Maria Krueger
Print Name

Tracey Johnsrud
Print Name

Print Name

Project ID: 1641-02-22

County: La Crosse

Parcel No. 31-216

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$1,560	\$ 1,560.00
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$	\$
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$1,560	\$ 1,560.00

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name
Mark & Janelle BellSubject property address
2350 South Avenue, La Crosse, WISubject site dwelling/structure type
Apartment Complex

Choose one

☐ Owner☒ Tenant

New address

1015 Charles Street
La Crosse, WI 54603

New phone number

(608) 615-2237

Email

jlbmaab7@gmail.com

Gas company

Xcel Energy

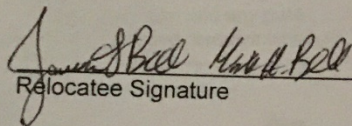
Electric company

Xcel Energy

Other utility companies

I have vacated the subject property, removed all personal property, and notified the utility companies to change the service to WisDOT.

Remarks:


Relocatee Signature11-29-20
Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated

11/29/2020

Date of physical inspection

11/30/2020

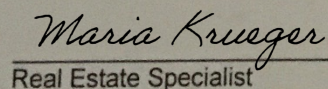
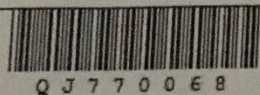
Keys received

☒ Yes ☐ No

All personal property has been removed to the satisfaction of WisDOT.

Remarks:

Received a call from Steve Ham, Property Manager who contacted me on Monday, November 30, 2020 and informed me that the unit has been cleared of all personal items and the keys have been turned in.


Real Estate Specialist11/30/2020
Date

Q J 7 7 0 0 6 8

Project ID
1641-02-22County
La CrosseParcel No.
31-216







***CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184***

December 8, 2020

Project: 1641-02-22
Parcel: 31-230
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-230 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-230	Moving Expenses Fixed Payment, Room Schedule	Thomas Halsne	\$1,350.00

Mr. Halsne chose to do a fixed move payment for his personal property located at the subject. Payment was based on the fixed payment schedule as established by FHWA which is attach for supporting documentation. Mr. Halsne vacated the subject on November 25, 2020, a vacancy inspection has been completed by Steve Ham, Property Manager. Supporting documentation for the claim is enclosed.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

Fixed Payment Schedule

Displacees (persons) may elect to be paid for moving expenses based on the fixed payment schedule as established by FHWA.

The fixed payment schedule is not intended to replace the commercial move estimate or bid on a dollar for dollar basis. A commercial move includes overhead costs; payroll expenses; equipment; and, vehicles of a professional moving company. The homeowner would not incur those costs in a self-move and should not be compensated for them.

The fixed payment schedule includes all of the these items: transportation; packing; crating; unpacking; uncrating; disconnecting and reconnecting utilities; dismantling; removing; reassembling and reinstalling machinery; equipment and appliances; and, disposal of personal property on site.

Fixed Payment Schedule and Dislocation Allowance as Set by FHWA

Effective August 24, 2015

No. of Rooms	Occupant With Furniture	Occupant Without Furniture
1	\$550	\$440
2	\$730	\$545
3	\$935	\$650
4	\$1,140	\$755
5	\$1,350	\$860
6	\$1,560	\$965
7	\$1,765	\$1,070
8	\$1,975	\$1,175
Addl. Room	\$260	\$105

Exceptions:

1. The payment to a person with minimal possessions who occupies a dormitory style room or whose residential move is performed by an agency at no cost to the person is limited to \$100.00.
2. An occupant is paid on an actual cost basis for moving a mobile home from a displacement site. In addition, a reasonable payment to the occupant for packing and securing property for the move may be paid at the agency's discretion.

The subject has a living room, sitting room, one-bedroom, kitchen, bathroom, 1 closet that contains personal property, for a total of five rooms.

Total Room Count= 5

Fixed Move Calculation = \$1,350

RELOCATION CLAIM - APPLICATION AND RELEASE

Wisconsin Department of Transportation

RE1527 08/2018

Claimant Name (print) Thomas Halsne	Date Claim Submitted to WisDOT x 11-25-20
Replacement Property Address 2645 Castle Place, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Apt. 230, La Crosse, WI	Actual Vacate Date from Subject x 11-25-20

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation ☐ Owner occupant (subject) ☐ Replacement - Purchase ☐ Move Only – no displaced persons
☐ Nonresidential relocation ☒ Tenant occupant (subject) ☒ Replacement - Rental
☐ Outdoor advertising sign relocation ☐ Landlord (subject)

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>x Thomas Halsne 11-25-20</u> Claimant Signature Date	<u>X</u> Claimant Signature Date
Thomas Halsne Print Name	 Print Name

WisDOT Use Only

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>x Maria Krueger 12/08/2020</u> Relocation Agent Signature Date	<u>x Tracey Johnsrud 12/15/2020</u> BTS Relocation Facilitator Signature Date
Maria Krueger Print Name	Tracey Johnsrud Print Name

Project ID
1641-02-22County
La CrosseParcel No.
31-230

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$ 1,350	\$ 1,350.00
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$	\$
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses -- Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
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b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
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f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$ 1,350	\$ 1,350.00

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name Thomas Halsne		
Subject property address 2350 South Avenue, Unit 230, La Crosse, WI 54601		
Subject site dwelling/structure type	Choose one Owner <input checked="" type="checkbox"/> Tenant	
New address 2645 Castle Place La Crosse WI 54601	New phone number Email	
Gas company	Electric company XFER Energy	Other utility companies

I have vacated the subject property, removed all personal property, and notified the utility companies to change the service to WisDOT.

Remarks:

Thomas Halsne
Relocatee Signature

11-25-20
Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated
11/25/2020

Date of physical inspection
11/30/2020

Keys received
☒ Yes ☐ No

All personal property has been removed to the satisfaction of WisDOT.

Remarks:

Received a call from Steve Ham, Property Manager who contacted me on Monday, November 30, 2020 and informed me that the unit has been cleared of all personal items and that the keys have been returned.

Maria Krueger
Real Estate Specialist

11/30/2020
Date

Project ID: 1641-02-22

County: La Crosse

Parcel No. 31-230

