

## Craig, Sondra

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**From:** Terence Collins <Terence@johnsflaherty.com>  
**Sent:** Wednesday, January 11, 2023 7:01 PM  
**To:** Craig, Sondra  
**Cc:** members of the Common  
**Subject:** Fwd: HJO Senior Center, Inc. To be included in the agenda packet..

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Sent from my iPad

Begin forwarded message:

**From:** Terence Collins <Terence@johnsflaherty.com>  
**Date:** January 11, 2023 at 3:17:50 PM CST  
**To:** Erin Goggin <harryjolson@gmail.com>  
**Subject:** HJO Senior Center, Inc. To be included in the agenda packet..

To: Members of the Common Council of the City of LaCrosse

From: Harry J Olson Senior Center, Inc

Re: item#. Resolution

It had been the hope of our group that the Resolution before you could be decided on the merits of the resolution: Under all the circumstances, considering the history would it be a good thing to transfer the subject property to the Harry J Olson Senior Center, Inc? Our arguments directed at that issue are well known. However, the City Administration's arguments on the merits are not well known but rather focus on an legalistic interpretation of the meaning of a Resolution dated January 14, 2016.

The Administration's interpretation is that despite all the language about selling the property and the details of what would happen if Harry J Olson Senior Center, Inc rejected the sale this was not a promise to sell but only an action to renew the lease. Furthermore, the Administration assigns a negative moral component to the Group's interpretation of the 2016 resolution because it differs from that of the Administration.

First, any common sense reading of the 2016 Resolution would say that the intent of the Resolution was a directive to offer the property to the Senior Group. Two current Common Council members who were there when the Resolution was passed have said they thought the Resolution gave our group the right purchase. The Director of the Department of Parks and Recreation has publicly stated that he thought the Resolution gave our Group a right to purchase.

The proof is in the pudding. The offer to sell by the City should have been made at the end of the lease - December 14, 2020. Earlier the Senior Group had told the City it wished to purchase the building. The

Senior Group nagged the City to come up with the offer from the period of December 15, 2020 to October 23, 2021, when an offer finally arrived. Not once did the City say that our Group had no legal right to the offer but rather that it was too busy to respond. When the offer did arrive it came with numerous restrictions on the use of the building. The most problematic of the restrictions and the cause of the impasse is as follows:

**“The Purchaser agrees that for the first fifteen (15) years, there shall not be any change of use of the property, without the advance written approval of the City Council of the City of LaCrosse.**

**With respect to any portion of the property, any future sale, transfer of any kind, mortgage, option agreement, management agreement, lien, encumbrance or lease for a period of 12 months or more, (including all renewals and options contained within the agreement the following restrictions apply:....”**

**It goes on to say what further restrictions apply that need preapproval of the City Council**

**We thought it would be impossible to manage the building under this restriction. Every single important decision would need Common Council preapproval. Think if we had a collapsed roof and we couldn't borrow money to fix it. Any required common council action would take months.**

**The mayor has said he needs these restriction to guard against a quick sale of the property or a financial lien against the property. Under his scheme we would have less rights and more responsibilities than under a lease. (We would welcome a new lease). Under a sale we would be responsible for the taxes and maintenance of the property.**

**Remember, when this whole thing started out it was to get rid of the building to put it back on the tax rolls and eliminate the responsibility of the City for maintaining the property. The object now seems to make sure that the City can recover all value of the building and to restrict our Groups use of the building to insure that. We agree to give the City all the money if the property is ever sold. What we cannot accept is the minute control by the City while we own it.**

**This whole matter is at an impasse because of miscommunication during the negotiating process. The Mayor agrees. We asked many times for a face to face meeting with the Mayor to see if we could work this thing out. Not only were we not granted a face to face meeting we never even got a reply to our request for a face to face meeting.**

**Regardless of all the above, we still would like the decision to be on the merits of what the City should do. We have agreed that any use of the property should be as a Senior center. We have agreed that the City can buy the building back for \$1.00 if the property is not used as a Senior center (including any contemplated sale of the property). We have agreed that the property continue to be used as a public polling place.**