



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

October 1, 2020

BRUCE K DAVIS, D.D.S., S.C.  
2350 SOUTH AVENUE, UNIT 104A  
LA CROSSE, WI 54601

Subject: Initiation of Negotiations - Residential Tenant  
Project ID 1641-02-22, Parcel No. 31  
C LA CROSSE, SOUTH AVENUE  
USH - 014, La Crosse County

RE: Lease Agreement

The City of La Crosse and Wisconsin Department of Transportation (WisDOT) have negotiated to purchase the property you occupy. The closing took place on September 30, 2020, and at that time, you will become a tenant of the City of La Crosse and will be asked to sign a lease.

You will receive a free 30-day rental period, October 1 – October 31, 2020. Starting November 1, 2020 your rent will be \$1,444.47 per month, until you vacate. Attached is a month to month lease agreement with the City of La Crosse. Please review, sign and return using the postage paid envelope included. Payments should be put in the drop box on the second floor of the building. If the lease is not signed it will be assumed you will be vacating the property by November 1, 2020.

You are receiving your minimum of 90-days assurance of occupancy for the property we are acquiring with the last possible vacate date of January 1, 2021.

As a review, you are receiving rent free for the month of October 2020. Please sign and return the attached lease agreement as soon as possible. If you have any questions or need additional information, please contact me at (715) 421-9049 or via email at [maria.krueger@dot.wi.gov](mailto:maria.krueger@dot.wi.gov).

Sincerely,

Thank you

*Maria "Izzy" Krueger*

Maria "Izzy" Krueger  
WisDOT Statewide Relocation Specialist

Attachment

COMMERCIAL RENTAL AGREEMENT  
PURSUANT TO CHAPTER 32 AND ADMIN 92  
Project: 1641-02-22

This agreement between City of La Crosse, CITY, and BRUCE K DAVIS, D.D.S., S.C., TENANT, constitutes a granting of a limited right to occupy the land described below, under the provisions of Chapter 32 and ADMIN 92.

The land subject to this agreement is described as and referred to as the "subject property":  
An apartment unit identified as: 2350 South Avenue, Unit 104A, La Crosse WI 54601

The CITY is reconstructing South Avenue/USH 14/61 in the City of La Crosse as part of Highway Project ID 1641-02-22 and this highway project required the purchase of the subject property in whole. The CITY has purchased the subject property and owns the land in anticipation of razing the building for the highway reconstruction project. The TENANT currently occupies a unit in the apartment building acquired and wish remain to until such time as they relocate to another location. TENANT and the CITY wish to enter into a rental agreement which is mutually beneficial allowing TENANT to remain for a period of time ending on or before December 31, 2020.

**TERMS**

The CITY and TENANT agree to the following terms:

**Occupancy, Rent and Intended Vacation Date**

1. The limited right of occupancy of the subject property by TENANT shall be on a month-to-month basis beginning September 30, 2020 and ending no later than December 31, 2020 which is hereinafter called the "intended vacation date." The limited right of occupancy is subject to the rights of the CITY and contingent upon the proper performance of the obligations of TENANT.
2. TENANT shall have a rent-free period, as required by Chapter 32 and ADMIN 92. This rent-free period begins on October 1, 2020 and ends October 31, 2020.
3. TENANT shall vacate the subject property by December 31, 2020, the intended vacation date.
4. TENANT will be required to pay rent, after the rent-free period, in the form of check or money order in the amount of \$1,444.47 per month, made payable to the City of La Crosse, beginning on November 1, 2020 and the first day of each month thereafter. **Payments should be put in the drop box located on the second floor of the building.** A certified or cashier's check may be required upon written notice from the CITY to TENANT should any personal check be returned for insufficient funds.
5. Rent will not be pro-rated for partial months. All unpaid rent amounts will be netted against any relocation reimbursements or other claims made or revenues due to TENANT under Chapter 32, Wisconsin Statutes or ADMIN 92.
6. The CITY, its employees and agents shall have the right to enter into the building for reasonable inspection with a 24-hour notice to TENANT. CITY agrees that TENANT may, at their discretion, be present during any inspection. It is acknowledged that the CITY owns the surrounding land and may enter and perform necessary work at any time. Work includes, but is not limited to, testing, soil borings, grading, sloping, relocation of utilities and associated roadway construction activities.

7. TENANT's limited right of occupancy shall not include the right to rent or lease or permit any occupancy by a third party not named in this Agreement.
8. The subject property shall be used only for existing purposes by TENANT and they will not permit the subject property to be used for any unlawful purpose.
9. TENANT shall give the CITY written notice of the date of actual vacation of the subject property and turn over to the CITY all keys, either in person or by mail, immediately upon vacating the subject property.
10. During occupancy, TENANT shall be responsible for all utility bills connected with the property and buildings including electricity and gas. At such time of vacation, TENANT shall notify respective utility companies of their moving plans and request a final reading done up to that date. All utility charges incurred by shall be the responsibility of TENANT.

### **Insurance and Liability**

11. Personal property and personal liability insurance shall be the obligation of TENANT.
12. TENANT has examined and knows the condition of the subject property and has received same in good order and repair, except as herein otherwise specified, and no representation as to the condition or repair thereof has been made by the CITY prior to or at the execution of this rental agreement that are not herein expressed or endorsed.
13. TENANT shall keep said premises in a clean and in serviceable condition and shall be liable for all acts of negligence by themselves and their guests.
14. TENANT agree to indemnify, hold harmless and defend the CITY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs or expenses, including attorney fees, in connection with or related thereto, arising out of TENANT's occupancy or use of said premises.
15. TENANT will be liable for maintenance of the subject property. This shall include all usual and ordinary property maintenance activities including but not limited to snow removal and lawn mowing.
16. The CITY may terminate this rental agreement in lieu of making repairs. TENANT further agrees not to remove from the premises any soil, vegetation, or land improvements without permission of the CITY, except those items agreed to by both parties.
17. During the term of occupancy, TENANT shall not encumber the property with liens of any nature. If TENANT causes the property to be encumbered by liens, they are liable for payment to the lien holder.
18. The CITY and TENANT shall obey all lawful orders, rules and regulations of all governmental authorities.
19. TENANT shall pay all claims against themselves or the subject property that may arise as a result of their occupancy. TENANT agrees to save harmless the CITY from claims as may arise from occupancy and further agrees to carry a Standard Liability Insurance Policy.
20. TENANT agrees to remove all personal property upon vacation of the subject property. Should TENANT leave any personal property after vacating, the personal property shall be considered abandoned and the CITY shall have the right to dispose of it without liability in any manner the

CITY sees fit. TENANT acknowledges that a moving payment under Chapter 32 or ADMIN 92, if applicable, will not be made to them until all personal property is removed from the subject property, including any and all hazardous materials, such as but not limited to oil, paint, tires, insecticides, and the like, unless a prior Written Agreement has been reached regarding the specific items. TENANT shall be charged for any cost incurred by the CITY for the disposal of any abandoned personal property not included in a separate Written Agreement.

21. In case said premises is partially damaged by fire or other casualty, it shall be repaired at the option of the CITY and in the event the CITY does not choose to make such repairs, this rental agreement may be terminated at the option of the CITY.
22. It is further agreed that should major property damage result through no fault of either party, the CITY reserves the right to terminate this rental agreement.


### **Additional Terms**

23. Should TENANT neglect or fail to perform and observe any of the terms of this rental agreement, CITY shall give them written notice of such breach, delivered to them personally or mailed by certified mail to the address shown in this rental agreement. If TENANT fail within ten (10) days after said notice to correct said breach, CITY may declare this rental agreement terminated and take action to remove TENANT from the premises without limiting the liability of TENANT for rent due or to become due under this rental agreement.
24. The parties have negotiated the occupancy period and intended date of vacancy for mutual benefit and have, therefore, relied upon the date in making other business decisions. If TENANT do not vacate on or before the intended vacancy date for any reason and the CITY has not extended the date by mutual written agreement, the CITY hereby puts TENANT on notice that the CITY will seek damages and specific performance of this term in court, and any other remedies available to take possession of the subject property and remove TENANT from the property.
25. It is agreed CITY shall have the right to claim damages against TENANT, upon surrender of possession by TENANT, in the event that TENANT has not complied with this Agreement.
26. TENANT agrees to pay all reasonable costs, attorney fees and expenses that shall be paid or incurred by CITY enforcing this rental agreement.
27. The parties agree to act in good faith and use diligence in completing the terms of this rental agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.
28. This rental agreement is the sole agreement of the parties and supercedes any other oral or written agreement. This rental agreement cannot be amended without the mutual written agreement of the parties.
29. This rental agreement can be terminated by either party giving the other party a ten (10) day notice in writing.

**Bruce K Davis, D.D.S., S.C.**

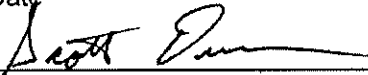
**CITY of LA CROSSE**

10/8/2020  
Date

  
Signature

**Bruce K Davis, D.D.S., S.C**  
Print Name

10/5/2020  
Date

  
Signature

**Scott Dunnum**  
Print Name

**Project Manager**  
Print Title

Phone (608) 789-7369  
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