



**Timbers-Selissen-Rudolph
Land Specialists, Inc.**

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Fax: 715.830.0545

Acquisition • Relocation • Property Management • Project Management
1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54701

January 8, 2015

Mr. Scott Dunnum
City of La Crosse
Engineering Department
400 La Crosse Street
La Crosse, WI 54601

Re: ID 7575-08-22
Cass Street
(4th Street – 7h Street)
City of La Crosse
Parcel 22

Dear Mr. Dunnum:

The following relocation claim for Parcel 22 has been approved by WisDOT and is being submitted for the City's review and approval:

Parcel	Type	Payable To	Amount
22	Rent Loss	PE Rentals, LLC.	\$1,400.00

Following is information on each claim:

Rent Loss (\$1,400.00): Approved Rent Loss Agreement for the vacant unit is attached. The agreement starts August 1, 2014 for \$700/month. The owner has been paid rent loss for the months of August through November. Current claim is for the months of December and January.

The appraisal has been submitted to WisDOT for review. We anticipate that an offer to purchase will be made to the property owner in January. The goal for real estate certification is May 1, 2015 to meet an expected August 1, 2015 PS&E submittal date.

This claim is recommended for approval and check process. Please return the following documents to me:

- Relocation Claim Application and Release – Please sign the first page of the Claim form, where indicated.
- Check payable to PE Rentals LLC in the amount of \$1,400.00.

If you have any questions, please contact me at (888) 830-0546, ext. 202.

Sincerely,

Timbers-Selissen-Rudolph Land Specialists, Inc.

Kathy Rudolph

Enclosures

RELOCATION CLAIM - APPLICATION AND RELEASE

LPA1527 8/2011 (Replaces RE4014) s. 32.19, 32.195 & 32.20 Wis. Stats.

Official Use ONLY
Claim Received and Filed

Claimant (print name) PE Rentals, LLC	Date 12/10/14
Replacement property address NA	Place Timbers-Selissen-Rudolph
Claimant mailing address 131 6 th Street South, PO Box 534, La Crosse, WI 54601	By <i>Kathy Rudolph</i>

Listed below are itemized damages claimed as the result of the acquisition of private property for public use, exclusion of all compensation previously agreed to, for the negotiated purchase or the Award of Damages as determined by the State of Wisconsin, Department of Transportation. All damages payable under ANY INDIVIDUAL ITEMS enumerated in Sections 32.19 and 32.195 Wisconsin Statutes should be claimed at one time after such claimed damage items shall be fully materialized, as provided in Section 32.20 Wisconsin Statutes.

- | | | | |
|---|--|--------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Owner | <input checked="" type="checkbox"/> Business | <input type="checkbox"/> Residence | <input type="checkbox"/> Purchase |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Farm | <input type="checkbox"/> Sign | <input type="checkbox"/> Rental |
| | <input type="checkbox"/> Non-profit | <input type="checkbox"/> Off premise | |
| | | <input type="checkbox"/> On premise | |

Description of Items Claimed (attach receipts and documentation)	Amount Claimed	Amount Allowed
1. Moving expenses [actual - new site] s.32.19(3)(a)	\$	\$
2. Moving expenses [re-establishments] s.32.19(3)(a)	\$	\$
3. Moving expenses [optional fixed] s.32.19(3)(b)1 number of rooms	\$	\$
4. In lieu of actual moving expenses s.32.19(3)(b)2	\$	\$
5. Replacement housing [owner occupant] s.32.19(4)(a)	\$	\$
6. Increased interest [owner occupant] s.32.19(4)(a)2 - (4m)(a)2	\$	\$
7. Closing costs and related expenses s.32.19(4)(a)3 - (4m)(a)3 - (4m)(b)2c	\$	\$
8. Replacement housing [tenants and certain others - rental] s.32.19(4)(b)1	\$	\$
9. Replacement housing [tenants and certain others - purchase] s.32.19(4)(b)2	\$	\$
10. Replacement business [farm owner] s.32.19(4m)(a)	\$	\$
11. Replacement business [farm tenant] s.32.19(4m)(b)	\$	\$
12. Incidental expenses [acquisition] s.32.195(1)	\$	\$
13. Penalty costs on old mortgage s.32.195(2)	\$	\$
14. Prorata share of taxes s.32.195(3)	\$	\$
15. Realignment of personal property [same site] s.32.195(4)	\$	\$
16. Expense of plans rendered unusable s.32.195(5)	\$	\$
17. Net rental loss s.32.195(6) December 2014 and January 2015	\$ 1,400.00	\$ 1,400.00
18. Cost of fencing s.32.195(7)	\$	\$
TOTAL	\$ 1,400.00	\$ 1,400.00

For Official Use Only (claimant complete next page)

# <i>Kathy Rudolph</i>	12/30/14	<i>David R. Miller</i>	1/6/2015
Items recommended for approval	Real Estate Specialist	Regional Real Estate Manager	Date

Items in the above claim are allowed in the total sum of \$ 1,400.00 on this date 1/8/15

x *Wendy M. Anderson* 1/8/15
Approving Authority Signature Date

X
Print Name: *City of LaCrosse*
County: La Crosse Parcel No.: 22

Project ID: 7575-08-22

Highway: Cass Street

CLAIMANT CERTIFICATION

1. The undersigned certifies that the foregoing statement is true and correct and that the damages described herein exist and costs have been suffered by me (us) in the amount shown after each item.
2. I (We) agree to accept the amounts as payment in full for the items claimed, and release the 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.
3. ~~In claiming payment for an amount under Item 5 [s.32.19(4)(a)], I (We) certify that: I (We) was (were) in occupancy at least 180 days prior to the date of initiation of negotiations for the acquisition of the property.~~
4. ~~In claiming payment for an amount under Item 8 or 9 [s.32.19(4)(b)], I (We) certify that: I (We) was (were) in lawful occupancy for not less than 90 days prior to the initiation of negotiations for the acquisition of the property.~~
5. ~~I (We) certify that: to the best of my (our) knowledge the replacement dwelling I (We) have purchased and occupy, meets the decent, safe and sanitary standards prescribed by state and federal regulations for such property.~~
6. ~~In claiming payment for an amount under Item 10 or 11 [s.32.19(4m)], I (We) certify that: I (We) owned and occupied the business operation or owned the farm operation for not less than 1 (one) year prior to the initiation of negotiations for the acquisition of the property.~~
7. Any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined in 24.208(i) CFR. I certify that all member(s) of my household or all owner(s) of an unincorporated business, farm, or nonprofit organization is (are) a citizen or national of the United States, or an alien who is lawfully present in the United States.

AGREEMENT AND CERTIFICATION

Owner-Occupant claiming a Replacement Housing Payment (Item 5, s.32.19(4)(a)), and/or Replacement Business Payment (Item 10, s.32.19(4m)(a)), and/or a Replacement Farm Payment for Lands (Item 10, s.32.19(4m)(a)) acquired by any Conveyance or by an Award of Damages pursuant to Chapter 32, Wisconsin Statutes. Claimant understands that, in the event of an appeal from an Award of Damages, s.32.05(9) or from the amount of compensation stated on the Warranty Deed, s.32.05(2a) for the required right of way from a residential, business, or farm property, any increase in the Basic Award shall be reduced by the amount of the replacement residential, business or farm payment as claimed. If the residence is located on a farm or business property or on a land area larger than that typical for residential site purposes, the claimant understands that any increase in the Basic Award attributable to the residential portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. Any increase in the Basic Award, attributable to the business portion shall reduce the amount of the replacement business payment. The business portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. Any increase in the Basic Award, attributable to the farm portion shall reduce the amount of the replacement farm payment. The farm portion shall be computed in the same percentage ratio established in the offering price of the Basic Award. In no event shall the final determination of just compensation be reduced by more than the amount of the replacement residential, business or farm payment.

X *Nathan Brooks* 12-9-14
 Claimant Signature Date
 Nathan Brooks, authorized agent for PE Rentals, LLC
 Print Name

X _____
 Claimant Signature Date

~~(Notarization is required for claims for Replacement Payments ONLY. Items 5 and 10 Comm-202.90 (6) advance payments in condemnation.)~~

 Date
 State of Wisconsin
 _____ }
 County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

X _____
 Signature, Notary Public, State of Wisconsin

 Print Name, Notary Public, State of Wisconsin

 Date Commission Expires

INSTRUCTIONS

1. **IMPORTANT:** Attach all receipted bills, paid statements and other factual data supporting your claim for review. In support of a "net rental loss" claim, submit a record of all rent for the property in question showing that the losses claimed are directly attributable to the public improvement and that losses exceed the normal rental or vacancy experience for similar properties in the area.
2. This claim must be signed by claimant and such signature must be notarized prior to the time application is submitted to the state for Items 5 and 10.
3. Mail this form and ALL receipted bills and factual data to WisDOT regional office.

Rent Loss Agreement

This agreement is entered into between the following parties:

Agency: City of La Crosse (City)
Wisconsin Department of Transportation (WisDOT)

and

Owner: PE Rentals, LLC (Owner).

Rent loss is for the Commercial Unit identified below:

Unit	Start Date of Rent Loss	End Date of Rent Loss	Monthly Rent (Excluding Utilities)
710 Cass Street La Crosse	8/1/14	4/1/15 -or- Closing Date for Agency acquisition of property, whichever is sooner	\$700.00

Rent Loss Agreement Subject to the Following Terms and Conditions:

Owner agrees to:

- Keep the property vacant and not allow use by others for any purpose.
- Turn off all utility connections that are feasible to do so.

City and WisDOT agrees to:

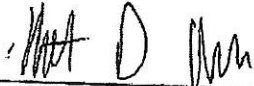
- Pay the rent for the premises in two-month periods.
- Pay the amount the last tenant paid as evidenced by a copy of the lease or rent check.

Term: Rent loss payments start the 1st day of the month to which this agreement applies and are prorated to the day of closing in the last month. Rent Loss payments do not include utilities.

Project I.D. 7575-08-22

Parcel 22

I have read the above Rent Loss Agreement and agree to accept the terms and conditions.



Owner - Signature

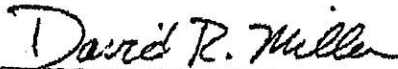
7-21-14

Date

Nathan Brooks for PE Rentals, LLC

Owner - Print Name

AGENCY APPROVAL



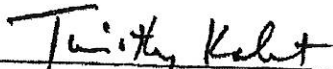
WisDOT - Signature

7/31/14

Date

David R. Miller, Real Estate Supervisor

WisDOT - Print Name and Title



City of La Crosse - Signature

11/03/2014

Date

TIMOTHY KABA MAYOR

City of La Crosse - Print Name and Title

Project I.D. 7575-08-22

Parcel 22

Acknowledgement of Lease Terms

I, Nathan Brooks as registered agent for PE Rentals, LLC owner of the commercial unit located at 710 Cass Street in La Crosse, acknowledge the following:

1. There is a verbal lease with Premier Graphic Design for an amount of \$700/month. Premier Graphics has paid rent in the amount of \$700 for the months of June and July.
2. The property is currently vacant. While Premier Graphics had displayed window advertisements at the property outlining the future location of their business, they have not moved into the property. After being informed of the highway project, Premier Graphics has informed me that they will not be moving the business to the site.
3. The terms of the verbal lease agreement with Premier Graphics are as follows. These same provisions would have been included in the written lease agreement that Premier Graphics would have been required to sign before occupying the site.
 - Monthly rent is \$700.00
 - Tenant responsible for paying all utilities at site

Nathan Brooks
Nathan Brooks
Registered Agent for PE Rentals, LLC

7-21-14
Date

STATE OF WISCONSIN
COUNTY OF La Crosse) ss

Personally came before me this 21 day of July, 2014, the above-named, Nathan Brooks for PE Rentals, LLC, known to me to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Ashley E. Bedell
(Notary Signature)
Ashley E. Bedell
Notary Public, State of Wisconsin



My Commission Expires: March 11, 2018

Project I.D. 7575-08-22

Parcel 22