

**J.F. BRENNAN COMPANY, INC.
300 SAINT CLOUD STREET MUNICIPAL LAND
PROPERTY LEASE**

THIS LEASE made and entered into this February 1, 2025, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation herein after referred to as "City," and J.F. Brennan Company, Inc., Company a Wisconsin Corporation, hereinafter referred to as "Lessee. "

WHEREAS, the Board of Park Commissioners hereinafter referred to as "Board" is a duly created board by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statutes; and

WHEREAS, it is the policy of the Board of Park Commissioners to maintain the property at 300 Saint Cloud Street in a continuous, peaceful and efficient manner, and

WHEREAS, it is the desire of Lessee to lease such property, and

WHEREAS, City desires to lease the property at 300 Saint Cloud Street.

NOW, THEREFORE, FOR AND CONSIDERATION of the lease terms and conditions by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

1. PREMISES.

City leases to Lessee the following area known as 300 Saint Cloud Street, La Crosse, Wisconsin, Tax Parcel 17-10016-70, Zoned M2-Heavy Industrial, outlined in Attachment #1 made part of this lease.

(a). Lessee may use City of La Crosse Right-Of-Way west of the intersection of St Cloud Street and Copeland Park Drive, outlined in Attachment #7 made part of this lease. Lessee understands and agrees this right-of-way shall remain clear at all times and be accessible by City staff at any time for any reason, may not be built upon, and shall be provided a method to unlock and/or open any type of fence or security method.

2. PURPOSE.

The purpose of this agreement is to lease to Lessee the publicly-owned property at 300 Saint Cloud Street, La Crosse, Wisconsin for intended use to maximize the utilization of harbor services currently being provided by Brennan's shipyard.

3. TERM.

The term of this Lease shall be for 10 years beginning on the February 1, 2025, and terminating on February 1, 2035. Upon mutual agreement of City and Lessee, the Lease may be renewed for two (2) five-year periods for a total of ten additional years, provided, however,

this Lease may be cancelled by one hundred eighty (180) days' notice by the City for public necessity.

4. **RENTAL.**

- (a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum as listed on Attachment #5, J.F. Brennan Company, Inc. 300 St Cloud Street Lease Payment Schedule for the lease of premise as listed above in 1. **PREMISIS.** Such annual sum shall be payable to the City Treasurer for the City beginning February 1, 2025, and on January 2nd of each year during the term of this lease.
- (b) In addition to the rental set forth herein above, Lessee shall pay to the City for the use and occupancy of the premises:
 - (1) A dockage fee of 35¢ per gross ton (2,000 pounds) for each ton loaded or unloaded of dry bulk material across the leased property, and a dockage fee of 15% for all 3rd party vessel usage of the leased premises during any calendar year of this Lease.
 - (2) Lessee shall furnish to the City's Finance Director by December 31st of each year, a statement, certified by a corporate officer of Lessee, itemizing the aforesaid dockage charges occurring in any calendar year, and shall make payment of such additional charges at the same time, payable to the City of La Crosse.
 - (3) Any rental, dockage or wharfing charges payable by Lessee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

5. **INSPECTION BY CITY.**

In order that the City may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants and maintenance and upgrade commitments herein are being observed.

6. **TAXES.**

Lessee shall pay when due all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

7. **LAWS. RULES AND REGULATIONS.**

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily navigation in the Black River and likewise agrees to comply with all existing applicable lawful rules and regulations or lawful authority affecting navigation in said waterway.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, etc., to be disposed of in connection with Lessee's operations shall not be discharged into the Black River. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

City shall always be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons the premises who derive their right to be thereon from Lessee.

8. INSURANCE.

Should Lessee use the dock for loading and unloading, Lessee shall procure and maintain at Lessee's sole cost and expense stevedore's legal liability insurance with limit of liability of not less than \$5,000,000 for property damage from any one occurrence.

Should Lessee use the dock or store materials or products, Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of others. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, wharfinger's liability insurance as will cover the legal liability for loss or damage to vessels, equipment, cargo, freight and other interests on board such vessels or barges which are in Lessee's care, custody or control, including the safe mooring, and as will cover Lessee's legal liability for damage to property of others caused by said barges or vessels, equipment, cargo or freight which are in Lessee's care, custody or control. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed \$10,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of \$2,000,000 plus excess coverage

for a total of not less than \$5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of \$2,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be not less than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to City at 400 La Crosse Street. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated 'B' or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as maybe desired.

9. **IMPROVEMENTS. MAINTENANCE AND REPAIR.**

It is hereby understood that the premises and dock wall facility leased by City to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by the City for occupancy and use by Lessee without any obligation on the City to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement. Lessee shall furnish all necessary improvements and equipment for the usual and routine operation of the dock wall and mooring facility on a safe basis. Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense, including the wharfing or mooring structure, pilings and any necessary dredging of the Black River in order to maintain proper water depth for the safe and convenient use of dock wall and shall maintain the integrity of the riverbank and shoreline. Lessee shall provide and maintain suitable dock wall and property identification signs.

Lessee shall be responsible for all the provisions of all additional site improvements as listed on the City received Request for Proposal from J.F. Brennan Company, Inc dated April 15, 2024 signed by Mike Binsfeld, Chief Operating Officer, J.F. Brennan Company, Inc. Attachment #6.

Prior approval from the City, with proper approved permits, shall be obtained before any enclosed permanent structure is placed on the leased premises.

10. **LIENS.**

Lessee shall not allow any laborer's, mechanic's or material man's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to therein for thirty (30) days after written notice thereof from the City, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require the City to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

11. **ASSIGNMENT AND SUBLETNNG.**

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of the City, and shall not permit any transfer by operation of law of all or any of lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of the City, shall remain for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless the City shall specifically agree, in writing, to relieve and discharge Lessee from such liability.

12. **DEFAULT.**

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

- a. If Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to the City, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by the City or its designee.
- b. if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed.
- (c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the consent of Board, except to a subsidiary or successor company.

- (d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative.
- (e) it by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee.
- (f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises.
- (g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and eligible, without putting Lessee in default, the City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, the City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of default, the City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the facilities, either directly with City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by the City from such operation shall be applied against Lessee's rent obligation. (The term "net proceeds" as used in the preceding sentence shall mean the sum realized by the City from the operation of the facilities, less all direct and indirect expenses of the City than the expense of the City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by the City as a consequence of Lessee's breach in the performance obligations hereunder. Failure strictly and promptly to these conditions shall not as a waiver of the City's rights.

13. **TERMINATION OF LEASE.**

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to the City in good condition; provided, that the Lease shall nevertheless continue in effect until ships and barges in berth at the facility have completed loading or unloading, The City reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between the City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by the City of any remedies now or hereafter given to the City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have a reasonable time after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by the City to remove all facilities, building and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by the City, at the City's option, and if so, retained shall automatically become the property of the City. The City agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by the City to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with the City either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, and trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between the City and Lessee with regard to the removal thereof.

14. **INDEMNITY.**

Lessee shall protect, defend, Indemnify and keep and save forever harmless the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of the City, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term off is Lease or arising in Lessees performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of the City, its employees or agents.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and the City shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that the City knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter; provided that, under the terms of this agreement, the City would have been under the duty of remedying such vice or defect.

15. **NOTICE.**

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for City: Nikki Elsen

City Clerk, City Hall
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: Mr. Mike Binsfeld

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54601

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

16. **SUCCESSORS AND ASSIGNS.**

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of the City, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

17. **CHOICE OF LAW.**

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin. If applicable, Lessee shall comply with Wisconsin Statutes Section 30.38(8).

18. **DISCRIMINATION.**

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter II of Chapter I I I, Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

(a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.

(b) Subchapter II of Chapter 111, Wisconsin Statutes.

19. **SEVERABILITY.**

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to my extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

20. **AMENDMENT.**

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an in writing by both parties to this agreement.

21. **CONFLICT OF INTEREST.**

No director, officer employee of the City of La Crosse during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13 (2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

22. **ATTACHMENTS.**

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

23. **ENTIRE AGREEMENT AND PREVIOUS LEASES.**

This agreement and the attachments hereto contain the entire agreement of the parties and supersede all prior agreements or oral understandings between the parties.

BRENNAN MARINE, INC.,
300 SAINT CLOUD MUNICIPAL LAND PROPERTY LEASE

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

J.F. Brennan Company, Inc.

Mike Binsfeld
Mike Binsfeld, President

Daniel Gentges
Daniel Gentges, Secretary

Personally came before me this May 23 day of ~~February 1~~, 2025, the above-named J.F. Brennan Company, Inc., by its President, Matthew Binsfeld, and its Secretary, Daniel Gentges, known to me to be the persons who executed the foregoing instrument and acknowledged the same.



Sign: Kayla Sunday
Print: Kayla Sunday

Notary Public, State of Wisconsin
My Commission Expires 3/13/2028

CITY OF LA CROSSE, WISCONSIN

Mitch Reynolds
Mitch Reynolds, Mayor

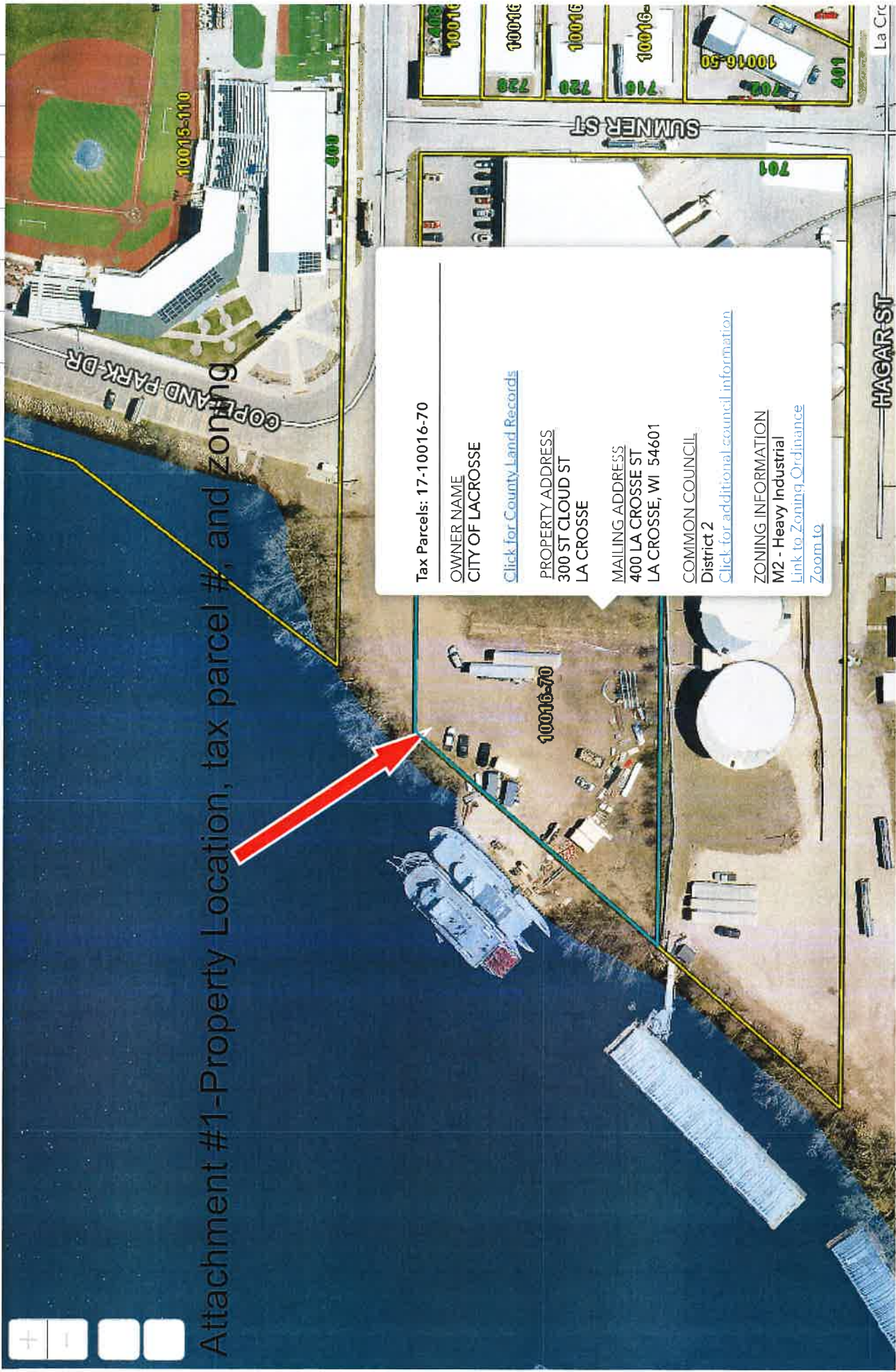
Nikki Elsen
Nikki Elsen, City Clerk

Personally came before me this ____ day of February 1, 2025, the above-named City of La Crosse, Wisconsin, by its Mayor, Mitch Reynolds, and its City Clerk, Nikki Elsen, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Sign: _____

Print: _____

Notary Public, State of Wisconsin
My commission Expires: _____



Tax Parcels: 17-10016-70

OWNER NAME
CITY OF LACROSSE

[Click for County Land Records](#)

PROPERTY ADDRESS
300 ST CLOUD ST
LA CROSSE

MAILING ADDRESS
400 LA CROSSE ST
LA CROSSE, WI 54601

COMMON COUNCIL
District 2

[Click for additional council information](#)

ZONING INFORMATION
M2 - Heavy Industrial
[Link to Zoning Ordinance](#)
[Zoom to](#)

0 50 100ft

1,638,434,268 671,480,277 50.94

105' Seawall not including front side

10016-70

265

117

201'

288'

La Crc



Sec. 115-153. - Heavy Industrial District.

Attachment # 3

(a) *Scope and use regulations.* This section applies to the Heavy Industrial District. In the Heavy Industrial District, buildings and land may be used for any purpose whatsoever not in conflict with any ordinance of the City, provided, however, no dwelling shall be constructed in such district except a dwelling for one owner, a watchperson or a caretaker employed on the premises and for members of such person's family; provided, further, however, that no building or occupancy permit shall be issued for any of the following or other extremely nauseous, obnoxious, offensive, dangerous or unwholesome uses until and unless the location of such use shall have been approved as a conditional use by the Common Council as provided in subsections (a)(15), and (16) and (17) of this section, or by the Board of Zoning Appeals after a public hearing shall have been held thereon, and any such decision by the Board of Zoning Appeals shall be consistent with the purpose, spirit and intent of this chapter, and provided further, however, that any dwelling in existence situated on any premises zoned heavy industrial on November 26, 1957, shall be exempt from the ordinary restrictions applying to nonconforming uses.

- (1) Acid manufacture.
- (2) Automobile or machinery wrecking, salvaging or rebuilding.
- (3) Cement, lime, gypsum or plaster of Paris manufacture.
- (4) Distillation of bones.
- (5) Explosives, manufacture or storage.
- (6) Fat rendering or rendering works.
- (7) Fertilizer manufacture.
- (8) Forge plant.
- (9) Garbage, offal or dead animal reduction or dumping.
- (10) Glue manufacture.
- (11) Junkyard.
- (12) Petroleum refining.
- (13) Smelting of tin, copper, zinc, or iron ores.
- (14) Stockyards, abattoir, or slaughtering of animals.
- (15) Garbage, trash or recycling transfer facilities only when approved as a Conditional Use by the Common Council, as provided in article VI of this chapter.
- (16) Biodiesel production made from waste fats and oils when such facility is approved as a conditional use by the Common Council as provided in article VI of this chapter.
- (17)

Metallic or nonmetallic (sand and gravel) loading and unloading facilities including facilities located along rail yards or sidings, port or waterfront areas or trucking terminals and sites and only when such facility is approved as a conditional use by the Common Council as provide in article VI of this chapter. The notification for this use shall include notification within 1,000 feet and the conditional use permit fee shall be as established by resolution.

(b) *Height regulations.* No building hereafter erected or structurally altered shall exceed 100 feet in height, and no building used in any part for dwelling purposes shall hereafter be erected or structurally altered to exceed 35 feet or 2½ stories in height.

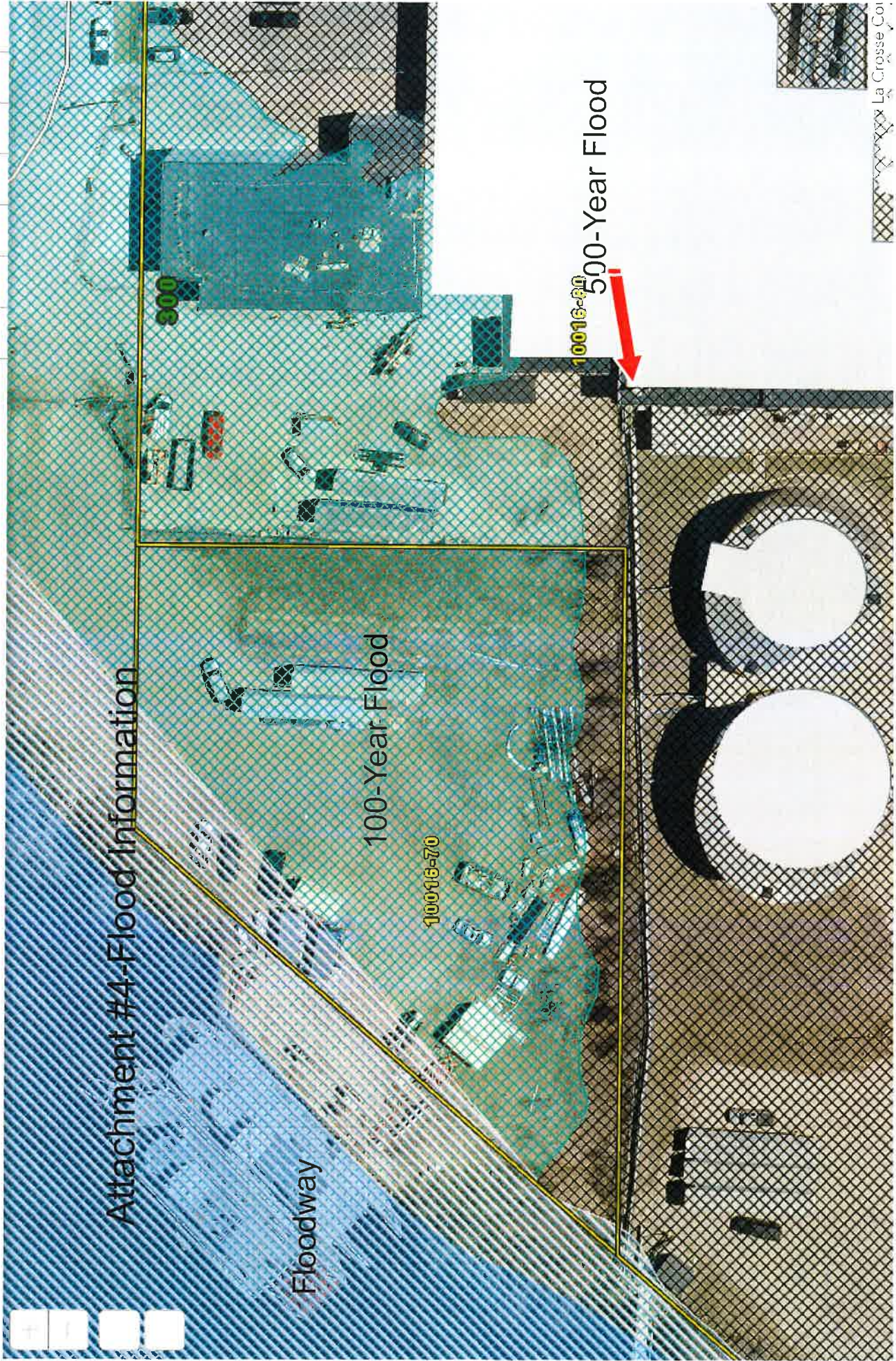
(c) *Area regulations.*

(1) *Yards and courts.* The side yard, rear yard, outer court and inner court regulations applicable in the Commercial District shall also apply in the Heavy Industrial District.

(2) *Lot area per family.* Every building hereafter erected or structurally altered in the industrial district shall be provided with a lot area of not less than 2,500 square feet per family.

(d) *Vision clearance.* The vision clearance requirements for this district shall be the same as for the Local Business District.

(Code 1980, § 15.12)



Attachment #5 Lease Payment Schedule

Brennan Marine, Inc 300 St Cloud Street Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	\$ 5,000.00	
2026	\$ 5,175.00	\$ 175.00
2027	\$ 5,356.13	\$ 181.13
2028	\$ 5,543.59	\$ 187.46
2029	\$ 5,737.62	\$ 194.03
2030	\$ 5,938.43	\$ 200.82
2031	\$ 6,146.28	\$ 207.85
2032	\$ 6,361.40	\$ 215.12
2033	\$ 6,584.05	\$ 222.65
2034	\$ 6,814.49	\$ 230.44

Income \$ 58,656.97

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	\$ 7,500.00	
2036	\$ 7,762.50	\$ 262.50
2037	\$ 8,034.19	\$ 271.69
2038	\$ 8,315.38	\$ 281.20
2039	\$ 8,606.42	\$ 291.04

Income \$ 40,218.49

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	\$ 10,000.00	
2041	\$ 10,350.00	\$ 350.00
2042	\$ 10,712.25	\$ 362.25
2043	\$ 11,087.18	\$ 374.93
2044	\$ 11,475.23	\$ 388.05

Income \$53,624.66

Total Lease Payments

Initial 10-year	\$ 58,656.97
1st 5-year	\$ 40,218.49
2nd 5-year	\$ 53,624.66
20-yr est tonnage/dockage	\$ 70,000.00
	<u>\$222,500.12</u>

Lessee Estimated Capital Improvements

\$ 240,000.00



Attachment #6

J.F. Brennan Company, Inc.

818 Bainbridge Street

La Crosse, WI 54603

608.784.7173

April 15, 2024

Jim Flottmeyer
Parks, Forestry, Building and Grounds
Project Specialist
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

and;

Jason Odegaard
Director of Parks, Recreation, and Forestry
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601
608-789-7593

Mr. Odegaard, Mr. Flottmeyer:

Pursuant to the recently received Request for Proposal (RFI) regarding the potential availability of the City of La Crosse (City) owned property at 300 St. Cloud Street (at the intersection of Copeland Park Dr. and St. Cloud St.), J.F. Brennan Company, Inc. (Brennan) hereby submits this proposal for lease. The Tax ID for the parcel in question is 17-10016-70 with a leasable acreage of .93. The property is currently zoned for heavy industrial use and is adjacent to heavily utilized recreational areas. This proposal contemplates a lease in the form of one ten (10) year lease and two (2) each five (5) year options for a total of twenty (20) years and considers riparian rights along the property boundaries during the term of the lease. Brennan's intended use for the property will include maximizing the utilization of harbor services currently being provided by Brennan's shipyard, in addition to working with other interested 3rd parties of the property to facilitate their needs as allowed in the lease agreement.

The proposed terms of the 20-year lease would consist of Brennan paying an annual lump sum to the City of \$5,000, a dockage fee of 15% for all 3rd party vessel usage, a tonnage fee of 35¢ per gross ton for each ton loaded or unloaded of dry bulk material, and further investing an estimated amount of \$240,000 into the property in the form of capital improvements. The capital improvements are described in detail below as recommendations from our engineering staff and consistent with similar agreements Brennan maintains with other government entities. All improvements to the parcel would remain as an asset to the City after the term of the lease. Several areas have been identified as needing immediate improvement. Throughout the following paragraphs, we've attempted to demonstrate the improvements we believe can enhance the property's safety, utilization, and appearance.

We believe an agreement that finds mutual benefit for all interested parties, including the City, local stakeholders, the taxpayer base, and Brennan, can be reached. Brennan has experience leasing land with similarly situated or zoned land owned by municipalities along riverine environments that serve heavy industrial use but also experience a high volume of pedestrian foot traffic. These properties create unique opportunities for those government entities. Recognizing this, Brennan proposes that in addition to an annual lease payment and dockage fees to the City, capital improvements to the property will be made over the course of the lease. In our experience, these improvements not only enhanced the property's visual appearance but also increased the facility's safety as those who recreate nearby were not subject to unsafe vestiges typically associated with aging, industrial use property. In many cases, those facilities became liabilities for the government agency with responsibility over the property. Copeland Park is uniquely positioned along the Black River and offers public access for nearly 2,000 lineal feet to the Black River. The park itself has received significant investment through public funds and private businesses, which has increased the foot traffic through the area by tens of thousands every year. The property at 300 St. Cloud Street remains neglected to the point where it has become visually unattractive and potentially unsafe for those who look to try to access from the land nearby or for those who are passing near the dock wall.

The entrance of the property needs to be cleared and made presentable. This is the visual interface for those who attend Logger's game or otherwise enter the park and first view the river. Years of overgrowth have accumulated along the waterfront and along the property. Brennan proposes to clear the weeds, brush, small trees, etc. (in accordance with DNR regulations) from all corners of the property and along the waterfront to open clear lines of site to the river. The value of the site clearing and grubbing per an estimate a local contractor amounted to \$20,000. Additionally, Brennan would maintain the property free of bank shrubs and weeds and tree trimming at an annual cost of \$5,000.



Figure 1: Overgrowth to be Cleared and Maintained Over the Course of the Lease

The current fence is inadequate and allows members of the public to enter a potentially unsafe industrial area. Brennan proposes to repair or replace all fencing and gates in disrepair. The removal of the old fencing system and replacement with a security grade gate and fence system has been quoted at \$15,000.



Figure 2 - Parcel Entrance on 7/19/23. Fencing and Gate would be Removed and Replaced

Brennan believes it would be advantageous for more public space to be created immediately adjacent to the newly established dock walkway on which sitting space can be created. Brennan proposes pushing the entrance to parcel back south onto the property. We believe that during periods of higher vehicular traffic, such as Logger games or other events, this will be an important feature for those using the proposed dockage system which promotes safety by not having to congregate their families or aggregate their belongings in the street. Additionally, this is an area in which additional bike parking can be accommodated. Brennan proposes to fund the landscaping and hardscaping necessary to achieve this goal. Picnic tables and bike racks on concrete pads would be added to this area. The estimated cost to implement is \$15,000.



Figure 3: Expandable Dock Entrance, Picnic Tables, and Bike Parking

The bank adjacent to the river needs to be addressed for the same reasons mentioned earlier. Placing a dock system to the north of the parcel will increase foot traffic on the riverbank. The pile cluster to the north of the dock has reached the end of its serviceable life and should be removed. Older timber clusters have the tendency to tip over and damage property or injury those who may be nearby. Brennan proposes to remove the timber cluster at a cost of \$10,000.



Figure 4: Remove Timber Cluster

The sheet pile wall system needs repairs and cleaning. From the river, the dock is visually unattractive and has many protruding steel and timber components that could potentially injury a boater who passes nearby. Brennan proposes to remove all existing appurtenances and to replace them with more appropriate mooring points at an estimated cost of \$10,000.



Figure 5: Sheet Pile Wall Front

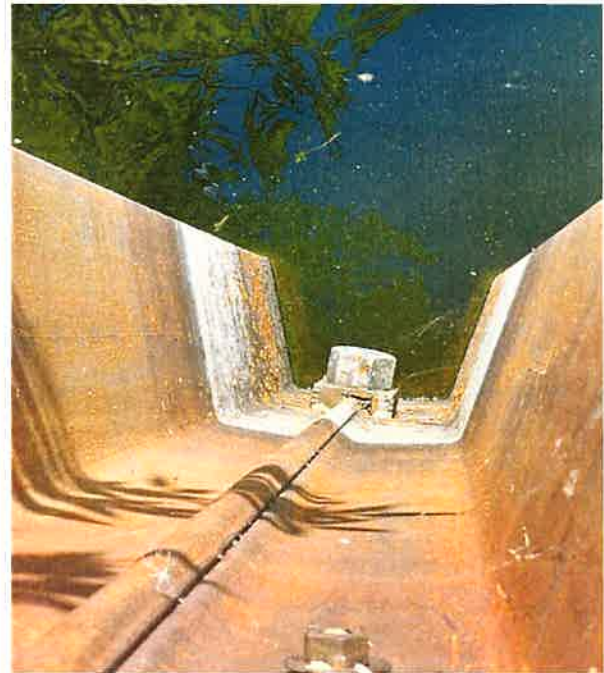


Figure 6: Sheet Pile Wall Tie Back System

Once the current tenants move out, the grounds will need to be cleared of debris, waste, and small metal objects that can puncture tires. Brennan proposes removing all brush, weeds, and shrubs and to level the area with a bulldozer while adding a crushed asphalt layer to the property to improve utility and appearances. Brennan has a quote for this work which is \$55,000.



Figure 7: Ground Conditions

After having visited the site recently with our engineers, we believe we can offer some assistance with the installation of the dock new dock system. As it is currently situated, we believe there will be issues with

the viability of the gangway and foundations. We propose to offer our internal engineer's expertise in constructing access to the dock system. We also can provide a crane on a barge to help set the gangways.



Figure 8: Dock Improvements

In addition to these proposed site improvements, Brennan will install cameras that record activity on our internally housed security system. We maintain a 24hr / 365 day per year staffed dispatch center through which site security can be monitored. Brennan has also spoken with the Kapanke family, who has a need for additional parking during Logger's games or other peak events throughout the summer. Brennan and the Kapankes would work together to continue to allow parking on the parcel of land when necessary.



Figure 9: Additional Parking for Logger Activities

In summary, the following Figure illustrates the estimated total value to the City over the course of the lease:

	Item	Unit	Quantity	Amount
	Annual Lump Sum Payment	\$ 5,000.00	20.00	\$ 100,000.00
	Estimated Tonnage/Dockage	\$ 3,500.00	20.00	\$ 70,000.00
Property Improvements	Clearing	\$20,000.00	1.00	\$ 20,000.00
	Annual Maintenance / Clearing	\$ 5,000.00	20.00	\$ 100,000.00
	Fence	\$15,000.00	1.00	\$ 15,000.00
	Benches, Racks, Concrete Pads	\$15,000.00	1.00	\$ 15,000.00
	Cluster Removal	\$10,000.00	1.00	\$ 10,000.00
	SP Wall Bumper and Mooring	\$10,000.00	1.00	\$ 10,000.00
	Grading and Asphalt	\$55,000.00	1.00	\$ 55,000.00
	Engineering Assistance	\$ 2,500.00	1.00	\$ 2,500.00
	Crane to set Walkways	\$ 4,500.00	1.00	\$ 4,500.00
	Site Security Cameras	\$ 3,000.00	1.00	\$ 3,000.00
Total				\$ 405,000.00

Figure 10: Estimated Total Value of Lease

As a 105-year-old family-owned business that not only have 4th and 5th generation owners but have 4th and 5th generation employees who have deeply rooted ties to the La Crosse community, Brennan is uniquely positioned to suitably use the property for which it was originally intended, while allowing the City and other nearby stakeholders the flexibility to use the land as necessary. We see this as a win/win for the taxpayers and Brennan.

As stewards of our harbor, Brennan has made significant investments in the La Crosse area both commercially and philanthropically. With regards to the commercial front, our recent financial assistance has led to the creation of the **Northern Grain Belt Ports** which is a federal entity centered on the I-90 crossings of the Upper Mississippi River and includes the Port of La Crosse, Prairie du Chien, Red Wing, Wabasha, and Winona. The newly created entity's goal is to advance common regional goals of increasing river born tonnage through our ports. As a result of the team's efforts, the Northern Grain Belt Ports were federally listed and ranked in 2022. This opens many avenues for federal dollars to be spent locally and regionally as we're now recognized as a top 50 Principal U.S. port. This recognition will increase the number of jobs in the La Crosse area and bring more federal dollars to this area of Wisconsin.

Please let me know if you have any questions. We understand the RFI considers the lease would begin on August 1st, 2024. Our partnership with the City has existed for several decades and as a member of many charitable and community service organizations, we look forward to continuing to build on the strength of our relationship with the City and the community.

Sincerely,



Mike Binsfeld
Chief Operating Officer
J.F. Brennan Company, Inc.

