



June 3, 2024

To: La Crosse City Plan Commission
400 La Crosse Street
La Crosse, WI 54601

Re: Resolution 24-0701 – Proposed Improvements

Dear City Plan Commission:

I have attached a redlined draft of Resolution 24-0701 marked to show proposed changes, additions and deletions to the originally posted Resolution. The proposed changes show respect for the current long-time residents by offering the residents the ability to stay in their homes and recognize the interests of the City by including reasonable liability protection, flexibility to cancel early if needed for planning, continued tax base and continued affordable housing.

Thank you for your attention to this matter.

Sincerely,

O'FLAHERTY LAW, LLC

Sean O'Flaherty
sean@lacrosselaw.com
(608) 785-3255

SOF/pjc
Attachment

cc: City Clerk Nikki Elsen
Residents at Rivercrest:
Theresa Moore
Diane Fagan
Jeff Thompson
Lara Philbrick-Dewald
Ted and Marlene Dewald
Idiko Erdos
Virginia Kreyer
Richard Warren
Rivercrest Partners, LLC
City Attorney Stephen Matty

Resolution regarding the Rivercrest Partners lease.

RESOLUTION

WHEREAS, the owners of Rivercrest Village Mobile Home Park (Park) held a 25-year lease agreement (Lease) in the past from the City of La Crosse (City) for a parcel of land (Parcel) owned by the City (17-50325-200) for the intention of extending the activities of their business (operating a mobile home park) onto that Parcel, and

WHEREAS, over the course of years the Park owners placed mobile home tenants on the leased Parcel so that at the term of the original Lease there were six tenants living within their personal property on the Parcel, and

WHEREAS, the residents of the Leased Parcel have established long term homes on the leased Parcel (the "Residents"); and

WHEREAS, the Residents have made permanent improvements and additions to the Parcel including garages, storage buildings and landscaping with the approval of the City; and

WHEREAS, the improvements made by the Residents have increased the value of the Property and increased the tax base of the City; and

WHEREAS, the original Lease came to term at the end of June 2022, and the City made available an offer to extend the Lease with a correction of the market rate fees for that rental, and

WHEREAS, the Park owners ~~contested the increased market rate rental fee and in turn~~ expressed an interest in purchasing the Parcel in place of continuing to rent it, and

WHEREAS, a one-year lease extension for the Parcel was offered by the City and accepted by the Park owners to allow time for a determination of the possibility for sale of the land, and

WHEREAS, following the expiration of the one year period the City of La Crosse Chief Engineer informed the Director of the Planning and Development Department in August of 2023 that given the need for ongoing routine maintenance of the Canal and with the expectation of an eventual required replacement of the aged out structure at some point in the future, it was impossible to place the Parcel, as is, up for sale, and

~~WHEREAS, given those same risks and including the possible effect of a Canal wall failure during a large rain or flash flood event leading to erosion of land outward for a considerable distance, the City should retain ownership and control of land with provision of a 100 foot setback from the Canal wall for the~~

~~exclusion of placement of all structures, and~~

~~WHEREAS, the Park owners had extended the operation of their business beyond the limits of the leased parcel in the direction of the Canal, they were directed to correct this encroachment by relocating their tenants' personal property away from the Canal wall with a necessary 100 foot setback to be respected, and~~

~~WHEREAS, a second one-year extension of the Lease was first presented to the Park owners in October 2023 which extension was then provided for the signed by Park owners in November 2023 but not signed by the City until February 2024 and not received by the Park owners until March 2024 to move their clients' homes and personal property out of the SBZ or to cease operation of their business entirely within the rented Parcel, and~~

~~WHEREAS, the second Lease extension ~~comes~~ terminates on June 30, 2024, ~~without evident progress for necessary accommodations to their customers having been made by the Park owners~~~~

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes a third extension of the Lease to the Park owners who are current signatories to the agreement ~~that will expire on June 30, 2024.~~

BE IT FURTHER RESOLVED that the Lease will be for a ~~limited one-period~~ of twenty five (25) years period to allow for the Residents to Park owners quietly and peacefully continue to occupy their homes;

BE IT FURTHER RESOLVED, that the lease would provide the leased area would run to the outer edge of the current road in order to accommodate the needs of the Residents and access to their current homes and improvements;

BE IT FURTHER RESOLVED, the Lease shall provide that the Property owners shall not allow any new improvements on the leased property (except to replace current improvements that may be damaged or destroyed);

BE IT FURTHER RESOLVED that the Lease will be offered to include a rental fee at a market rate based on commercial appraisal standards; ~~determined by the ordinary procedures of the Planning, Development and Assessment Department.~~

BE IT FURTHER RESOLVED that the Lease will include provisions for the Park owners and the Residents to release the City from liability regarding the failure of the Pammel Creek Canal wall provided the City conduct ordinary and reasonable maintenance;

BE IT FURTHER RESOLVED that the Lease will include provisions that the Park owners -to carry \$~~25~~ million general liability policy for bodily injury or property damage as well as \$~~540~~ million umbrella. The City of La Crosse will be named as an additional insured on a primary and non-contributory basis; ~~as well as any and~~

~~all residents yet remaining with any part of their home or property extending into the 100-foot SBZ~~

~~BE IT FURTHER RESOLVED that the Lease will include provisions that the City may terminate the lease on five (5) years prior notice if the City receives a third party study and then develops plans for the improvement and expansion of the Pammel Creek Canal; BE IT FURTHER RESOLVED that the lessees of the Parcel will indemnify, hold harmless and defend the City without limit for any loss or injury resulting from failure of the Pammel Creek Canal wall. This requirement to indemnify,~~

~~hold harmless and defend the City will remain in effect for as long as any of their tenants or any personal property remain within the restricted buffer zone.~~

BE IT FURTHER RESOLVED that the agreement will include any other provisions staff determines necessary in order to protect the best interests of the City ~~and to protect public health, safety and welfare~~ while balancing the safety and rights of the Residents to affordable housing and the effect that increasing lease costs will have on the Residents' continued access to affordable housing.

BE IT FURTHER RESOLVED that the agreement is subject to Common Council approval.