



## JOHNS, FLAHERTY & COLLINS, SC

*Good neighbors. Great lawyers.*

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*A Service Corporation*

June 27, 2022

Stephen F. Matty, City Attorney  
City Hall – Sixth Floor  
La Crosse, WI 54601

Dear Mr. Matty

I have your recent letter asking the Harry J Olson Senior Center to vacate itself from 1607 North St., La Crosse, WI for failure to enter into a Conveyance Agreement with the City setting forth the terms of transfer of that property from the City to my client. I agree that we have not been able to resolve our differences that would have resulted in the Conveyance Agreement you seek. However, I deny that you have the right to demand a Conveyance Agreement nor to seek eviction for the failure of my client to enter into one and my client will not voluntarily vacate the premises.

As we are both aware the rub here is that the City demands all sorts of covenants and restrictions which would leave the City in virtual control of the property for 15 years after the conveyance. We don't know from where the City claims the authority to impose these restrictions because the Resolution of The City Council of La Crosse does not mention any such restrictions but simply say the City should transfer the property for one dollar. I know that you think the whole idea of transferring the property to my client for one dollar is foolish but nonetheless that is what the Common Council decided.

In talking to Phil Addis, he told me that the insistence on various restrictions and covenants to be a part of the transfer originates with you and Mayor Reynolds. I told Mr. Addis that if this matter goes to litigation, I will want to depose both you and the mayor. I wanted you to be aware of this in case it might affect what lawyer you will choose to handle the eviction action.

As you know an eviction action is normally filed in small claims court. If that happens, I will file an answer and counterclaim and seek to have the matter removed from the jurisdiction of the small claims court and have it proceed as a regular civil action. Our counterclaim will be seeking an order of the court ordering a transfer of the subject property from the City to Harry J. Olson Senior Center, Inc for one dollar and no other restrictions or terms. If you would consider filing the initial action as a regular civil matter it would save us the time and efforts of motions to having the matter removed.

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Finally, it is my belief that our stand-off is at least partially caused by the very poor communication method used in this matter. Many a time I felt that my client's position was misunderstood by the City because we could have no face to face with either you or the mayor. Naturally, I think my client's position is a reasonable one that addresses your concerns and if you think there is anything to be gained by a face to face interaction with my client and me we would welcome it.

I am authorized to admit service on behalf of my client. Thank you.

Sincerely,

**JOHNS, FLAHERTY & COLLINS, S.C.**



Terence R. Collins

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TRC:wls