



## LEGAL DEPARTMENT

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City Attorney

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September 6, 2022

Attorney Terry Collins  
Johns, Flaherty & Collins SC  
205 Fifth Ave So. #600  
LaCrosse WI 54602-1626

RE: Harry J. Olson Senior Citizen Center, Inc.  
Failure to vacate premises  
Safe harbor communication

Dear Attorney Collins:

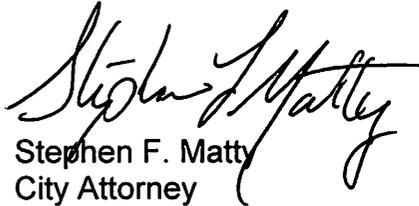
Earlier, I notified you in my communication dated June 23, 2022 that your client no longer has a valid lease and has failed to vacate 1607 North Street. Since your client refused to vacate the premises, I asked for them to remove their personal property and leave by June 30, 2022. In your communication dated June 27, 2022, you stated your client refuses to voluntarily leave. Further, you asserted that a City Council resolution exists that requires the sale of the property for one dollar and without restrictions of any kind. Indeed, you were so confident in your assertion that you threatened a counterclaim to force the sale of the property for one dollar without restrictions as well as onerous discovery in response to any City eviction proceedings. Accordingly, please identify for me the specific resolution to which you refer.

Nevertheless, please be advised that I have reviewed the legislative files on the matter and no such resolution exists. I am providing you a copy of the records with this letter. As such, your accusation fails to support the weight you place upon it.

Accordingly, if you and your client persist with this baseless counterclaim, then the City will have no option but to seek sanctions against you and your client. As you know through your many years of practice, a conveyance of real property can only be enforced by a written contract. Because no written contract exists, the counterclaim and lawsuit fails the statute of frauds and is frivolous. As you acknowledged, your negotiations with Atty. Addis as well as the City representatives have failed to result in a contract.

The City, through its Board of Public Works, has told your client that the lease is over and your client must vacate. This matter has concluded. It is time for your client to leave. The City prefers that your client voluntarily leaves. The City has been extremely reasonable at every step of this process. In conclusion, I am again asking your client to vacate so the City does not have to waste time and resources commencing an eviction process, and for which it would seek sanctions, attorney fees and costs.

Very truly yours,



Stephen F. Matty  
City Attorney

cc. Harry J. Olson Senior Citizen Center, Inc. w/o enclosures  
Mayor w/o enclosures