

Amber Noworatzky

From: Bill Schlei
Sent: Wednesday, September 28, 2022 7:58 AM
To: Amber Noworatzky
Subject: Fwd: External: Parking Lot Issue
Attachments: image001.jpg.png; image002.jpg.png

Amber,

I would like to add this for discussion on the October agenda.

Trent claims to have discussed this with the former city attorney and claims that she agreed but then left before it was added to the agreement.

Thank you

Bill Schlei
District 8 Alderman

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On Sep 26, 2022, at 3:11 PM, Trent Nelson <tnelson@klfgllp.com> wrote:

Bill – thank you for taking the time to talk with me today. Again, my request is that we only be held responsible for what happens in our parking spots during those time that they truly are “our parking spots” – in other words, from 8-5. Any time outside our period of exclusive use should not be our responsibility, as the lot, at all such times, is a public lot – regardless of whether we have some people still in those spots (though our staff is pretty much out of here after 5 daily and noon on Fridays). The language I proposed is simple and shown below. This language was shot down by the interim attorney. I have asked for an explanation of who at the city made that call, because it truly surprised me as the city has always been very pragmatic and reasonable in my experience.

The change I requested (see bold below) and the provision I am looking to alter are as follows:

Original Sections:

9. Indemnification. Lessor shall not be liable for any personal injury, death or property damage sustained by Lessee, any employee or agent of Lessee or any other person on the rented premises or as a result of, or in connection with, their operation as a parking lot, and Lessee shall indemnify Lessor against, and save Lessor harmless from, any such liability or claim of such liability, where the injury or damage occurs during the term of this Lease or as a consequence of any occurrence during the term of this Lease.

- “Lease Term” is defined as follows: “The lease term shall commence on **APRIL 1, 2022** and termination December 31, 2022. “
- And our time of exclusive usage was defined as 8-5 during the term. In other words, the term is not just from 8-5. The term includes all times during 4/1-12/31 and we get exclusive use during the hours of 8-5. This would obviously likewise apply next year in our new lease year.

I had asked Kathleen (who had agreed to the reasonableness of the request before she left, we just did not execute it) to add the following, which we subsequently were told by Attorney Wachewicz was not going to be accepted:

"Lessee shall not be liable nor have any obligation to indemnify Lessor for any injuries or damages caused by: (1) parties using the premises or parking stalls during times allocated to general public parking; or (2) parties utilizing the spots during exclusive use without the consent of Lessee."

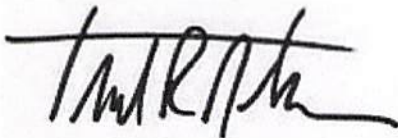
Again, we are 100% on board with being responsible during all times we are entitled to exclusive use of the spots, but do not think it is far (or reasonable) for us to be on the hook for anything that happens outside of those hours, especially considering all the bars and late night bar patrons likely use this lot given its location.

Please confirm your receipt and whether you think you need further explanation.

Thank you again for your time!

It's your day, make it a great one!

Sincerely,

A handwritten signature in black ink, appearing to read "Trent R. Nelson". The signature is stylized with a long horizontal line at the top and a sweeping underline.

Trent R. Nelson
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