

*****ATTACHMENTS*****

SHEBOYGAN TRANSIT COMMISSION MINUTES 5 PM (Tuesday, January 19, 2016)

Generated by Ann Koeller on Friday, January 22, 2016

1. OPENING OF MEETING

1.1 Call to Order

5:00 pm

1.2 Pledge of Allegiance

1.3 Election of Transit Commission Chair

Ald. Todd Wolf nominated Ald. Todd wolf for chair. Mayor Michael Vandersteen seconded the motion. Mayor Michael Vanderstreen motioned to cast a unanimous ballot. Ald. John Belanger seconded the motion. All ayes. Motion approved unanimously.

1.4 Approval of the minutes from the meeting.

Mayor Michael Vandersteen motion to approve the minutes. Chief Domagalski seconded the motion. All ayes. Motion approved unanimously.

1.5 Public Input (time limits are at the discretion of the Transit Commission)

None

2. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

2.1 Transit and Parking Monthly Reports (November and December 2015)

Transit: November Ridership: 43,312 Revenue: \$35,814

December Ridership: 44,841 Revenue: \$36,210

Metro Connection Rides per hour November: 2.98 December Rides per hour: 2.99

Parking Utility Meter Revenue November: \$9,000 December: \$9,226

Parking Utility Stall Rental Revenue November: \$9,605 December: \$27,338

Chief Domagalski motioned to approve the reports. Ald. John Belanger seconded the motion. All ayes. Motion approved unanimously.

2.2 Purchase Front End Loader for Parking Utility

Ald. John Belanger motioned to authorize the purchasing agent to enter into contract with EIS Implement for the purchase of (1) compact articulated loader for the Sheboygan Parking Utility. Chad Pelishek seconded the motion. All ayes. Motion approved unanimously.

2.3 Survey Results from Bay-Lake Regional Planning Commission.

Jeff Agee Agee-Aguayo from Bay-Lake Regional Planning Commission presented the results from the passenger surveys that were conducted in December 2015.

3. ADJOURN

3.1 Motion to Adjourn

Chad Pelishek motioned to adjourn the meeting. Ald. John Belanger seconded the motion. All ayes. Motion approved unanimously.

3.2 Next Meeting Date: Tuesday, March 22, 2016 5:00 P.M. at City Hall

II

Other Matters

10.4

R. O. No. - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting a communication from Brian Maher expressing his concerns regarding two incidents he was involved in with Shoreline Metro.

Transit

City Clerk

Brian Maher
2119 Woodglen Dr 2D
Sheboygan, WI 53081
bjmaher75@yahoo.com

Pg. 1

Mr Mayor,

920 889 7632 (no message) 3-17-16

MAR 18 '16 PM 2:45

I live at Club of Oak Creek Apts
by the bus stop at 26th / Union.

My son and I have been taking the bus
on a regular basis since January, and
have recieved excellent service this
past winter. There was a situation / 2
incidents that ocured at 633 AM on
Friday March 11th. Please view the
video of incidents, if you wish. I myself
do not want to waste my hand strength to
fill the paperwork out to view the tape
myself, I don't like to waste my time, I am
very busy, as of you are as well I'm sure, so
I do not wish to pursue this matter any
further, but I believe this requires your
attention and help (advice maybe).

A Short background on my self: Bus Driver of
10 years, LE Family and school background, previously
self employed in the transportation business for 3
years. Also alot of experience with Elderly and
children of all ages. I have many many refrences
and will furnish upon request. I am a giant teddy bear,
but very direct, busy, determined person. Single father
with Full custody / no financial help whatsoever.

→

I currently work 60 estimated hours (winter) then up to 100 or so hours /WK, with taking on-line classes, coming off of a hernia surgery less than a year ago.

1) Last weeks incidents are not acceptable / especially from a city employee. (Strike 1)

2) I complained to shoreline Metro complaint process and recieved a very disturbing phone call, basically saying, driver was not at all at fault, and was asked if a bag of tokens was ~~OK~~ for my troubles.

~~XXXXXXXXXX~~ (Strike 2) I'm not an idiot!

3) I will now challenge the whole process and not only will I seek compensation, I will also seek Job LOSS.

4) We now need to discuss this further before it escalates, at your convience. We now need the supervisor at shoreline, yourself and myself to discuss a resolution. IF one is not resolved, I will pursue legal action in civil court, I have the \$ and time to piss away if you do, I love challenges. Brian Mah

System Productivity



Estimated times and distances are based on scheduled values, actuals are based on drivers reports. The total number of trips excludes canceled trips. It includes no-shows, but rides per hour excludes no-shows.

Date range: 01/01/2016 - 01/31/2016. Counted passenger types: clients, assistants, children, family members, companions, other passengers. Information is grouped by month.

Period	VOMS	Distinct Runs	Trips		Source	Deadhead		Service		Revenue		Rides per hour
			Total	Nosho		time, h	distance,	time, h	distance,	time, h	distance,	
2016.1	9	8	2669	29	Est	98.66	1523.90	1039.75	11152.44	941.09	9628.54	2.81
					Act	125.56	1877.70	1020.32	13194.90	894.76	11317.20	2.95
Summary	9		2669	29	Est	98.66	1523.90	1039.75	11152.44	941.09	9628.54	2.81
					Act	125.56	1877.70	1020.32	13194.90	894.76	11317.20	2.95
Average	All days	5	5									
	Mon-Fri	6	6									
	Sat	1	1									
	Sun	null	null									

3-Mar-16	TOTAL PARKING REVENUE				
2016	METERS	ATTENDED LOTS	STALL RENTALS	2016 TOTAL	Quarterly Revenue
JAN	\$9,226	\$0	\$27,380	\$36,606	1st qtr.= \$46,770
FEB	\$7,872	\$0	\$2,292	\$10,164	
MAR				\$0	
APR				\$0	2nd qtr.= \$0
MAY				\$0	
JUN				\$0	
JLY				\$0	3rd qtr.= \$0
AUG				\$0	
SEP				\$0	
OCT				\$0	4th qtr.= \$0
NOV				\$0	
DEC				\$0	
Total Parking Revenue	\$17,098	\$0	\$29,672	\$46,770	\$46,770

COMMENTS:

3-Mar-16	TOTAL PARKING REVENUE				
2015	METERS	ATTENDED LOTS	STALL RENTALS	2015 TOTAL	Quarterly Revenue
JAN	\$7,681	\$0	\$47,112	\$54,793	1ST QTR = \$96,989
FEB	\$7,422	\$0	\$7,176	\$14,598	
MAR	\$8,509	\$0	\$19,089	\$27,598	
APR	\$8,820	\$0	\$5,289	\$14,109	2ND QTR = \$46,587
MAY	\$8,350	\$0	\$446	\$8,796	
JUN	\$12,267	\$0	\$11,415	\$23,682	
JULY	\$9,339	\$0	\$4,931	\$14,270	3RD QTR = \$48,597
AUG	\$10,084	\$0	\$465	\$10,549	
SEPT	\$11,205	\$0	\$12,573	\$23,778	
OCT	\$8,696	\$0	\$2,236	\$10,932	4TH QTR = \$47,876
NOV	\$9,000	\$0	\$605	\$9,605	
DEC	\$9,226	\$0	\$18,112	\$27,338	
Total Parking Revenue	\$110,600	\$0	\$129,449	\$240,048	\$240,048

System Productivity



Estimated times and distances are based on scheduled values, actuals are based on drivers reports. The total number of trips excludes canceled trips. It includes no-shows, but rides per hour excludes no-shows.

Date range: 02/01/2016 - 02/29/2016. Counted passenger types: clients, assistants, children, family members, companions, other passengers. Information is grouped by month.

Period	VOMS	Distinct Runs	Trips		Source	Deadhead		Service		Revenue		Rides per hour
			Total	Nosho		time, h	distance,	time, h	distance,	time, h	distance,	
2016.2	9	9	2790	33	Est	125.02	1604.28	1077.72	11569.15	952.70	9964.87	2.89
					Act	151.82	2002.50	1036.07	13556.70	884.24	11554.20	3.12
Summary	9		2790	33	Est	125.02	1604.28	1077.72	11569.15	952.70	9964.87	2.89
					Act	151.82	2002.50	1036.07	13556.70	884.24	11554.20	3.12
Average	All days	5	5									
	Mon-Fri	6	6									
	Sat	1	1									
	Sun	null	null									

II

3.1

R. O. No. 297-15-16. By CITY CLERK. March 7, 2016.

Submitting a communication from Gerry Vanne of the Sheboygan Press requesting the removal of the 2 parking meters at the main entrance at 632 Center Ave. (Sheboygan Press building).

~~PPS~~
Transit

City Clerk

February 25, 2016

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

To: The City of Sheboygan

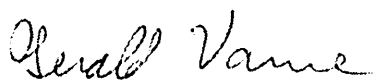
The Sheboygan Press is requesting the removal of the 2-parking meters at the main entrance at 632 Center Street. Customer's usually come in and pays their bills and leave. We would put up a maximum of ten minute parking sign for those two spots.

I would think if you monitored the annual revenue from these meters you would find it is low.

Please let me know what I need to do to further accomplish this.

Thanks for your consideration

Sincerely,



Gerry Vanne

W.920-453-5176 C. 920-960-5802

EXHIBIT A

The Tenant Property

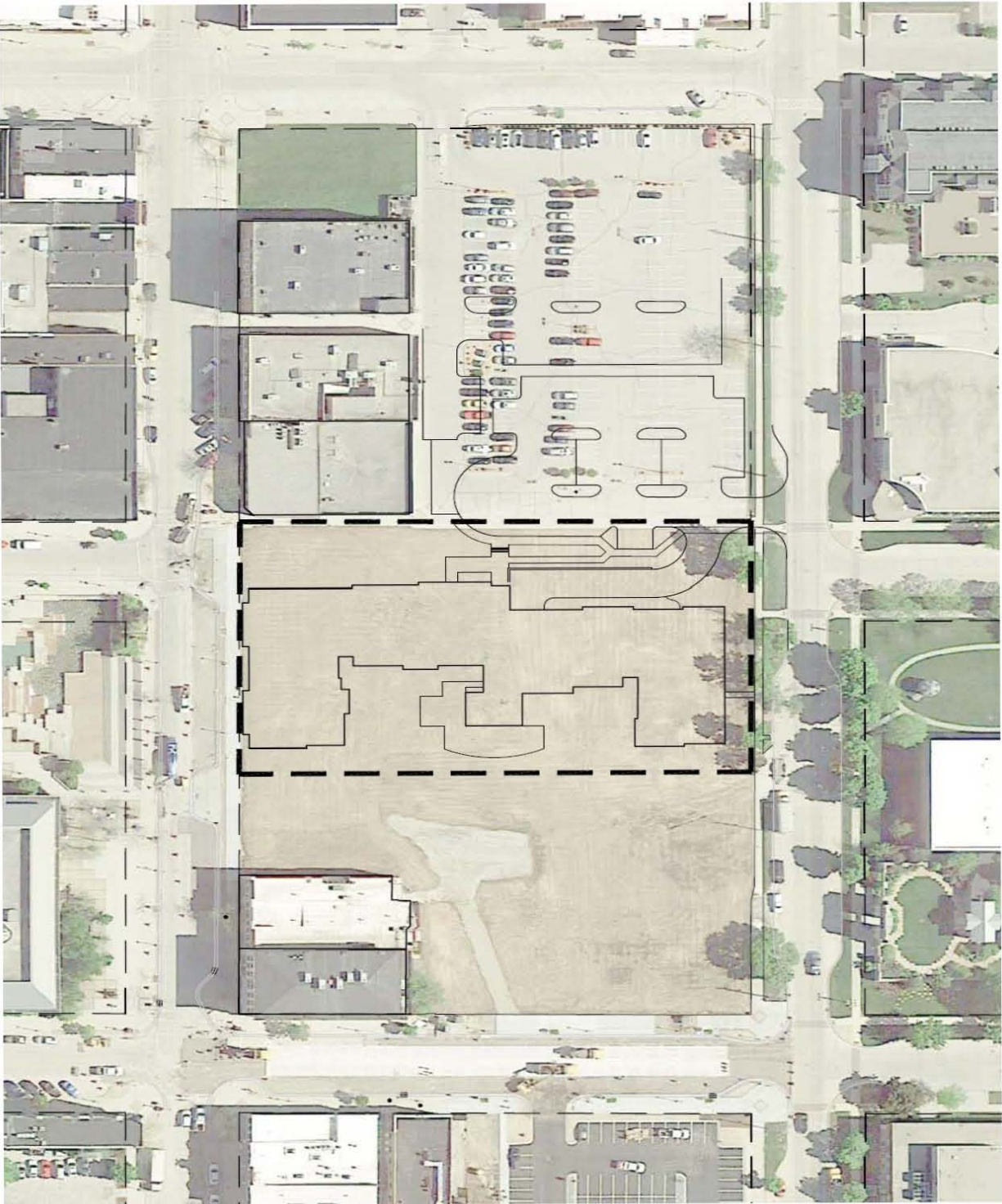


Exhibit A-1

EXHIBIT B

The Parking Premises

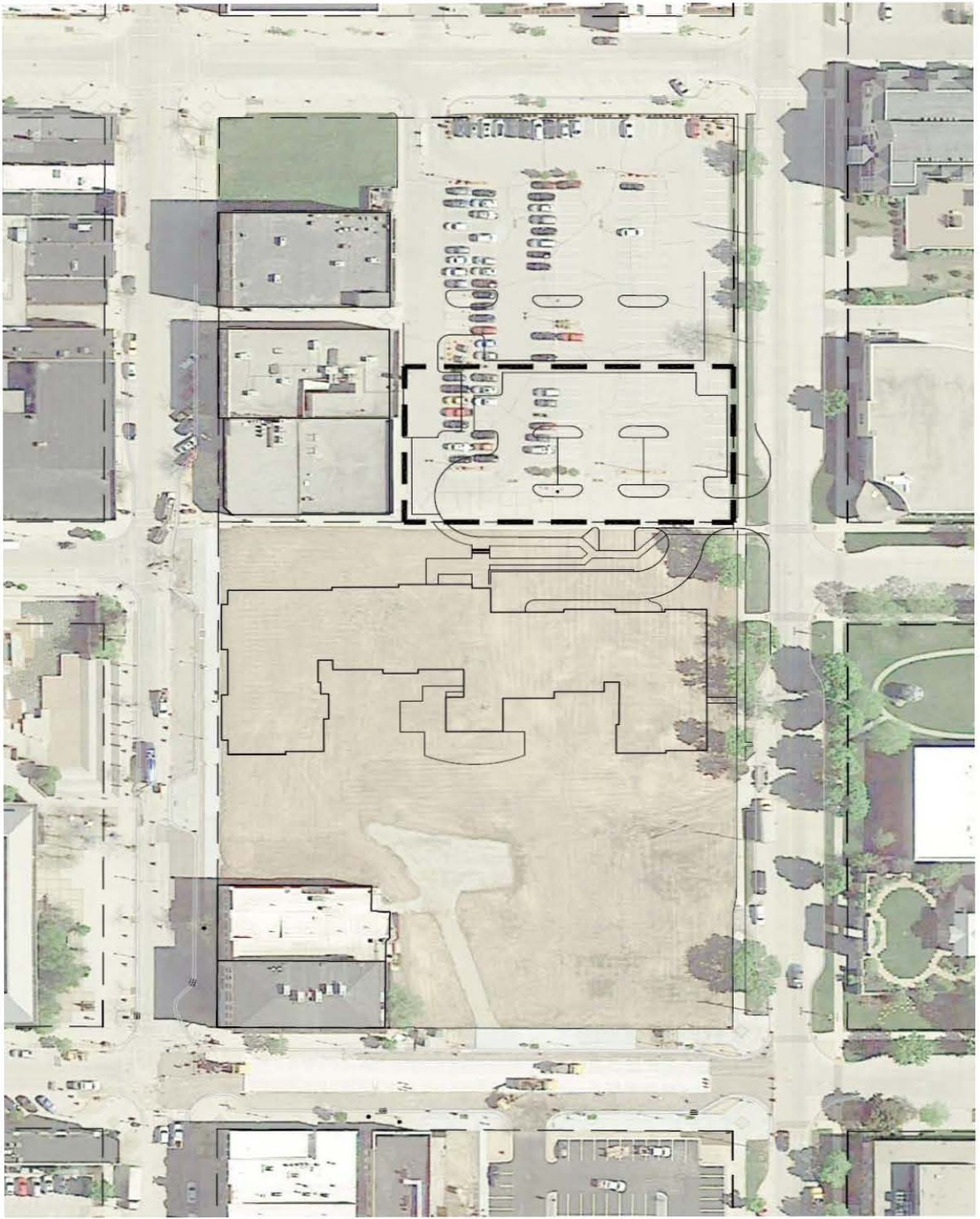


Exhibit B-1

EXHIBIT C

Parking Renovations

1. Demolition and stockpiling and/or legal disposal of existing improvements as needed to accommodate new improvements (the “Work”) including but not limited to existing walks, pavements, sub base and finished grade, curbs, gutters, drainage structures, Boston Store concrete pad below existing pavement, landscape, lighting, et.
2. Civil engineering, landscape design, lighting design if desired.
3. Coordination with Oakbrook Corporation to assure quality control of site improvements that continue south of the southerly boundary of the City’s limit of responsibility for the Work.
4. All general conditions including but limited to all permits, coordination with utility providers, construction fencing and security, temporary power, waste disposal, porta potties, etc.
5. Construction of the Work including but not limited to:
 - a) Regarding of finished grade and sub base, and revision of drainage structures, if so designed;
 - b) Curb cut on 7th Street;
 - c) Curbs including flush curb at special paving circle, gutters, walks;
 - d) New parking lot landscape buffers and planting islands per design with topsoil and plant materials per design;
 - e) Parking lot lighting with holiday lighting if desired;
 - f) Asphalt and special paving sufficient to accommodate automobile, commercial truck and fire truck loads;
 - g) Pavement striping; painted stop bar;
 - h) Sign designating “Tow Risk-Parking for Residents and Resident Guests Only,” handicap parking space signs, stop sign and any other required signs.

III

Other Matters

10.5


Res. No. 175- 15 - 16 . By Alderperson Wolf. March 21, 2016.

A RESOLUTION approving the terms and conditions of the Parking and Access Lease Agreement by and between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Parking Access Lease Agreement By and Between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Transit



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PARKING AND ACCESS LEASE AGREEMENT

THIS PARKING AND ACCESS LEASE AGREEMENT (this “Lease”) is dated as of the _____ day of _____, 2016, by and between the **CITY OF SHEBOYGAN, WISCONSIN**, a municipal corporation of the State of Wisconsin, as Landlord (“Landlord”) and **EIGHTH STREET SHEBOYGAN HOUSING CORPORATION**, a Wisconsin domestic business corporation, as Tenant (“Tenant”).

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (as amended from time to time, the “Purchase Agreement”), pursuant to which, among other items, Landlord will convey to Tenant certain real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the “Tenant Property”);

WHEREAS, as more particularly provided in the Purchase Agreement, Landlord agreed to enter into this Lease with Tenant to assist in the provision of adequate parking and access for use in connection with the Tenant Property;

WHEREAS, Landlord is the owner of certain real property located adjacent to the Tenant Property, which real property is generally depicted on the site plan attached hereto and made a part hereof as **Exhibit B** (the “Parking Premises”);

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, parking spaces, access driveways, and entrances located on the Parking Premises, in accordance with the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and are made a part of this Lease.
2. **Definitions**. All capitalized terms used in this Lease shall have the meanings set forth below:
 - A. “Building” shall mean the multi-use building to be constructed by Tenant on the Tenant Property containing approximately 81 apartment units and approximately 4,000 square feet of commercial space, together with any additions thereto or replacements thereof.
 - B. “Occupants” shall mean Tenant, and all owners, lessees or sublessees of the Tenant Property and employees, contractors, licensees and guests thereof, including, but not limited to, tenants of commercial space and their respective employees, contractors, licensees and invitees.

C. "Parking Permit" shall mean permission given in writing or a permit to be displayed on the applicable vehicle for parking of a passenger motor vehicle in a Parking Space within the Parking Premises. Parking Permits may be of the following types:

(i) "Monthly Parking Permit," which shall mean a Parking Permit issued by Tenant for a calendar month allowing an Occupant to park a passenger motor vehicle in a Parking Space within the Parking Premises at any time; and

(ii) "Visitor Parking Permit," which shall mean a temporary Parking Permit issued by Tenant allowing a person to park a passenger motor vehicle in a Parking Space on a daily, weekly or monthly basis in the Parking Premises.

D. "Parking Space" shall mean a space within the Parking Premises that is 9'x18" long, which space is not otherwise restricted or reserved and conforms in size at any given time to all applicable zoning and other ordinances.

E. "Parking Rent" shall mean the monthly rent charged Tenant pursuant to the terms of this Lease for the use of all of the Parking Premises, which shall equal the Permit Fees (as such term is hereinafter defined) for the 42 parking spaces located within the Parking Premises.

F. "Project" shall mean collectively the Tenant Property and the Building or any other improvements located on the Tenant Property.

3. Demise of the Parking Premises. Landlord hereby leases unto Tenant, and Tenant leases from Landlord, the Parking Premises, which shall include forty-two (42) striped Parking Spaces and access driveways and entranceways, together with pedestrian pathways, in each case from and to public streets and the Project and to and from and on and over the Parking Premises and including, on and over the parking areas, drive aisles, turnarounds and driveways for ingress and egress over the Parking Premises to and from and between the Parking Premises, the Project and public streets.

4. Request for Additional Parking Spaces. At any point during the term of this Lease, Tenant may, upon at least 30 days' prior written notice to Landlord, request the right to lease additional parking spaces in excess of forty two (42) parking spaces in other nearby parking areas owned or controlled by Landlord or the District (as such term is hereinafter defined) on the same terms as herein provided and Landlord will use good faith and reasonable efforts to accommodate such request. This Lease shall be amended to reflect any agreement with respect to additional parking spaces.

5. Parking Permits: Issuance. Tenant shall have the right, at any time and from time to time to issue any number of Monthly Parking Permits (which may be issued for full or partial months) and Visitor Parking Permits. It is anticipated that the majority of Parking Permits will be issued effective as of the first of a calendar month. The Parking Permits issued by Tenant shall only be for the forty-two (42) Parking Spaces located within the Parking Premises. Tenant shall allocate and distribute Parking Permits in a manner determined by Tenant in its sole discretion.

6. **Term.** The initial term of this Lease (the “**Initial Term**,” the Initial Term and any extensions thereof, the “**Term**”) shall be for a period of ninety eight (98) years, commencing on the effective date of the first Parking Permits issued by Tenant (the “**Commencement Date**”), and expiring at 11:59 p.m. on the last day of the calendar month during which the ninety-eighth (98th) anniversary of the Commencement Date occurs, unless earlier terminated as provided herein.

7. **Permit Fees.** The initial monthly lease fee per Parking Space (“**Permit Fee**”) under this Lease is Thirty Dollars (\$30.00). The Parking Rent is calculated based on Permit Fees for the 42 Parking Spaces located on the Parking Premises. The Parking Rent for a given month shall be due on the first of every calendar month following the Commencement Date. In the event the Commencement Date occurs as of a date other than the first day of a calendar month, then Landlord hereby waives and forgives the payment of any Parking Rent and any other charges for that partial month. In the event the date of termination or expiration of this Lease occurs as of a date other than the last day of a calendar month, the Parking Rent for such partial month shall be prorated based upon the number of days during such partial month that fell within the Term. The amount of the Permit Fee may be adjusted annually, commencing on the anniversary of the first day of the first full calendar month after the Commencement Date, subject to the provisions of this Lease and pursuant to good faith negotiations between Landlord and Tenant, provided that the adjusted Permit Fee shall not exceed the amount reasonably determined by Landlord as the average monthly operating and maintenance expenses of the Parking Premises divided by the total number of Parking Spaces within the Parking Premises. The Permit Fee charged per Parking Space shall also not exceed the lowest monthly rent, permit fee or other charge per Parking Space then being charged by any of Landlord, the parking assessment district in which the Parking Premises are located, or any other parking assessment district (each, a the “**District**” and, collectively, the “**Districts**”) within the City of Sheboygan, as applicable, to other tenants, users, or licensees of parking spaces owned by the Landlord or any of the Districts. Landlord shall provide Tenant with an annual statement confirming that Tenant’s monthly Permit Fee per Parking Space does not exceed the lowest such rent, fee or other amount being so charged. The Parking Rent shall constitute the only rent or other payments owed by Tenant for the use of the Parking Spaces and the Parking Premises or otherwise due hereunder. Tenant shall not be charged and shall have no obligation to pay any other amounts, fees or assessments arising out of or in connection with the Project being located within any parking district or districts or the equivalent. Landlord acknowledges and agrees that Tenant shall have the right at any time to charge holders of Parking Permits amounts greater than the Permit Fee and the entire amount so charged shall belong to Tenant.

8. **Legal Compliance.** Landlord represents and warrants that the Parking Premises complies and will comply with all applicable laws, including, without limitation, environmental laws.

9. **Landlord Representations.** Landlord represents and warrants that Landlord is the owner of the Parking Premises in fee simple, free and clear of liens and encumbrances. Landlord further represents and warrants that it has full right, power and authority and is duly authorized to execute this Lease. Landlord represents and warrants that there will be sufficient Parking Spaces available so that Tenant and Occupants can park in all forty two (42) Parking Spaces and

that there will be legal vehicular and pedestrian access to and from the Project, the Parking Premises and public streets, at all times during the Term.

10. **Landlord Repairs and Improvements.** Landlord will undertake and complete in a good and workmanlike manner the initial, as well as ongoing, repairs and improvements to the Parking Premises described on **Exhibit C** attached hereto (the “**Parking and Access Renovations**”) on or before the date set forth on **Exhibit C** for completion thereof. Landlord and Tenant shall cooperate with the completion of construction of the Project and the Parking Premises so that the Parking and Access Renovations are completed within a time frame that allows the first Occupants of the Tenant Property to use the Parking Spaces and so that the construction of the Parking and Access Renovations and the paving, landscaping and related improvements to the Tenant Property can be coordinated so as to create efficiencies. The parties acknowledge that the Parking Premises may be used for staging of construction equipment and materials during initial construction of the Project and that the Parking and Access Renovations may not commence until the Parking Premises are no longer needed by Tenant for staging purposes. Tenant’s rights to stage on the Parking Premises are addressed in a separate agreement.

11. **Permitted Use.** Tenant may use the Parking Premises only for the parking of passenger vehicles by Occupants and ingress and egress to and from, the Project and the Parking Premises and public streets. Such permitted use shall include the right to use elements appurtenant to the Parking Premises, including, but not limited to, any approaches, driveways, drive aisles, turn arounds and any other appurtenances serving the Parking Premises, as may be necessary or desirable for the purposes of pedestrian and vehicular ingress and egress, and access, to, from and over the Parking Spaces and to and from the Parking Premise, the Project and public streets. Occupants holding Parking Permits and Tenant shall have access to and use of the Parking Spaces at all hours and on all days of the year. Occupants and visitors to and guests of the Project shall have the right to use the access ways located within the Parking Premises for ingress and egress to and from the Project and public streets.

12. **Alterations.** Neither Landlord nor Tenant shall make any material alterations to the Parking Premises without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Tenant may install signage identifying the Parking Premises as parking for the Project. In particular, but without limitation, Landlord shall not alter or change any landscaping without Tenant’s prior written consent, but may replace landscaping with landscaping substantially the same in all respects as the replaced landscaping without Tenant’s approval.

13. **Repairs and Maintenance.** Landlord, at its sole cost and expense, shall maintain, repair and replace the Parking Premises in good condition and repair, in a good and workmanlike manner, in compliance with all applicable laws, and at a level comparable in all respects to private parking areas and access serving Class A multifamily properties in the City of Sheboygan, including without limitation, lighting, snow removal, signage, landscaping and resurfacing. Such repair and maintenance shall include maintaining the Parking Premises at all times in a level, paved, striped and attractively landscaped condition.

14. **Enforcement.** If Tenant, acting in good faith, believes that parties are using the Parking Spaces without valid permits, then Tenant may notify Landlord and Landlord, at its sole cost and expense, shall promptly take reasonable efforts to ensure that all users of Parking Spaces have valid Parking Permits, including, without limitation, issuing tickets and towing vehicles without valid Parking Permits.

15. **Insurance; Indemnity.**

A. **Insurance.** At all times during the Term, Landlord, at its sole cost and expense, shall procure and maintain commercial general liability insurance insuring Landlord, and naming Tenant as an additional insured, against damages because of or resulting from any injury to property, person and loss of life sustained or claimed to have been sustained by any person in, about or on any part of the Parking Premises. Such commercial general liability insurance shall have a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, with a general aggregate limit of Five Million Dollars (\$5,000,000). Upon Tenant's request, Landlord shall promptly provide Tenant with evidence of such insurance. From time to time, Landlord shall increase such coverage and amounts so that such insurance coverage is equal to or greater than customary coverage and levels of insurance for similarly situated parking areas serving Class A multifamily properties.

B. **Indemnity.** Unless due to the negligence or willful misconduct of Landlord or Additional Users and except for matters covered by Landlord's indemnity or Landlord's insurance, Tenant shall indemnify, defend and save Landlord harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use of the Parking Premises by Tenant. Unless due to the negligence or willful misconduct of Tenant, Landlord shall indemnify, defend and save Tenant harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use or operation, maintenance, repair, and replacement of the Parking Premises by Landlord, Landlord's employees, invitees, licensees, agents, contractors or representatives or any other third parties.

16. **Taxes.** In the event that real estate taxes and/or assessments are levied or assessed against the Parking Premises, Tenant shall not be responsible for such taxes and assessments and Landlord shall pay or cause said amounts to be paid. Tenant will receive a credit against any parking district assessments or similar charges that would otherwise be levied against the Project based on the underground parking included within the Project with the result that Tenant shall not be required to pay any parking district assessments or other charges. If the underground parking is eliminated, then Tenant will be charged the then applicable parking district assessment applicable to the Project commencing as of the elimination of the underground parking.

17. **Casualty: Project.** If, at any time during the term of this Lease, any residential apartments within the Project are damaged to the extent that they are no longer being occupied, the Parking Rent shall be abated based on a reduction in the Parking Rent equal to the amount of one Permit Fee for every residential apartment that is not reasonably habitable as a result of such

damage and Tenant shall not be required to pay such Permit Fee(s) until the applicable residential apartment(s) (is)are restored to a condition suitable for occupancy.

18. Casualty: Parking Premises. If the Parking Premises are destroyed or damaged by fire or other casualty, then Landlord shall proceed to promptly repair or restore the Parking Premises to substantially the same condition they were in immediately prior to such casualty and the Parking Rent due hereunder shall be proportionately and equitably abated based on any reduction in the number of available Parking Spaces and access during the period of restoration.

19. Condemnation.

A. The parties acknowledge that the parking spaces are owned by Landlord and therefore Landlord agrees that the Parking Premises shall not be subject to condemnation during the Term by Landlord or any of its agencies, districts or authorities. Landlord agrees not to participate in, instigate or encourage any condemnation efforts in connection with the Parking Premises or Tenant Property, without Tenant's express written consent. If, at any time during the term of this Lease, there shall be a total taking or a Constructive Total Taking (as defined below) of the Parking Premises in condemnation proceedings or by any right of eminent domain (including a deed or other transfer in lieu of eminent domain), this Lease shall terminate on the date possession is given pursuant to such taking and the Parking Rent payable hereunder shall be apportioned and paid to the date of such possession. The term "**Constructive Total Taking**" shall mean a taking of such scope that the untaken portion of the Parking Premises cannot be used, or restored and used, as a parking facility capable of providing at least 80% of the number of the Parking Spaces for which Tenant was entitled to issue Parking Permits immediately preceding the taking.

B. In the event of any such total taking or Constructive Total Taking and the termination of this Lease, Landlord shall be entitled to the total aggregate award for such taking, including severance damages relating to the Parking Premises ("**Condemnation Award**"), but out of such condemnation award shall remit to Tenant an amount determined as follows:

The following values shall be determined as of the day immediately preceding the taking, by agreement of the parties, or if the parties cannot so agree, as determined by an independent appraiser experienced in the appraisal of commercial real estate and acceptable to the parties:

- (i) the value of Landlord's interest in the Parking Premises; and
- (ii) the value of Tenant's interest in this Lease.

Landlord shall receive that percentage of the Condemnation Award which the value as determined in Subsection B.(i) above bears to the sum of the values determined in Subsections B.(i) and B.(ii) above.

Tenant shall receive the remainder of the Condemnation Award.

C. Any award to be received by Tenant pursuant to this Section shall be superior in right to any award to be received by any other tenant, lessee or grantee of Parking Spaces on the Parking Premises or to any mortgagee of the Parking Premises.

D. In the event of a taking which is less than a Constructive Total Taking, this Lease shall not terminate or be affected in any way, except that the Parking Rent payable hereunder shall abate during the period of restoration in respect of the number of Parking Spaces for which Tenant is entitled to issue Parking Permits hereunder, but which Parking Spaces Landlord is unable to provide.

20. Substitute Parking Spaces.

A. In the event that as a result of condemnation or a taking in lieu of condemnation or the intentional act of Landlord or the District in violation of this Lease, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project, and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. In the event of a condemnation or a taking in lieu of condemnation and provided Landlord provides Tenant promptly with substitute access and parking spaces which are reasonably satisfactory to Tenant on the same terms and for the same Term as provided under this Lease, then Landlord shall be entitled to receive the entire amount of the Condemnation Award. Tenant shall be entitled to accept substitute access and parking spaces offered by Landlord which are not fully acceptable without prejudicing its right to a portion of the Condemnation Award; however, in such case, the amount of the Condemnation Award to be remitted to Tenant shall reflect the value of Tenant's interest in the access and substitute parking spaces, which value shall take into consideration proximity to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

B. In the event that as a result of repair, replacement or maintenance of the Parking Premises, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly notify Tenant thereof. To the extent possible Landlord shall provide Tenant with notice of the specific repair, replacement or maintenance and the period of any disruption of the use of the Parking Premises. Landlord shall use commercially reasonable efforts to limit as much as possible any interference with access to and from the Project and the use of Parking Spaces and Landlord shall coordinate with Tenant the dates and times of any such work. Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as

possible to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

C. In the event that as a result of a casualty or for any other reason not addressed under subsections A and B above, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

21. Default.

A. If Tenant shall continue in default in the payment of any Parking Rent owed by Tenant to Landlord hereunder for a period of thirty (30) days after written notice of such default has been received by Tenant, or if Tenant shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Tenant does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Tenant failing to so perform shall be deemed to be in default under this Lease and Landlord shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, provided that Landlord shall not have the right to terminate this Lease unless Tenant has failed to pay Parking Rent that is undisputedly owed by Tenant hereunder for a period in excess of one hundred eighty (180) days.

B. If Landlord shall continue in default in the payment of any amounts owed by Landlord to Tenant hereunder for a period of thirty (30) days after written notice of such default has been received by Landlord, or if Landlord shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Landlord does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Landlord failing to so perform shall be deemed to be in default under this Lease and Tenant shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, including without limitation the right to cure any such failure and to set off the cost of any such cure against any amounts due Landlord hereunder, such as but not

limited to the Parking Rent. Notwithstanding the foregoing, if such failure by Landlord to remedy any default by Landlord hereunder endangers the safety, health or security of the users of the Parking Spaces or prevents the use of the access ways or any of the Parking Spaces, then Tenant may immediately exercise its rights and remedies hereunder and shall not be required to provide Landlord any cure period.

22. Early Termination. At any time during the Term of the Lease, Tenant may, upon at least ninety (90) days' notice, terminate this Lease for any reason.

23. Quiet Enjoyment. Tenant, upon paying any Parking Rent due hereunder and performing its other covenants, obligations and agreements herein set forth, shall peaceably and quietly hold, occupy and enjoy the Parking Premises during the Term without hindrance or molestation by or from Landlord or any party claiming by, through or under Landlord, subject to the terms and provisions of this Lease.

24. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered, in which event said notice shall be deemed delivered upon such delivery; (b) sent by facsimile transmission or by email, in which event said notice shall be deemed delivered upon transmission; provided any such notice is sent within one business day by the method described in subsection (d) below and if sent to Landlord by email, is also sent by facsimile transmission; (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, in which event said notice shall be deemed delivered on the third business day after registration or certification, as applicable; or (d) sent by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows (or such other addresses as a party may designate by like notice):

If to City of Sheboygan:

With a copy to:

If to Eighth Street Sheboygan Housing Corporation: With a copy to:

c/o Oakbrook Corporation
2 Science Court
Madison, WI 53711
Attention: Michael L. Morey
Facsimile: 608-238-2625
Email: mmorey@oakbrookcorp.com

Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attention: Sarah O. Jelencic
Facsimile: 414-297-4900
Email: sjelencic@foley.com

25. Assignment or Sublease. This Lease may be assigned by Tenant to an owner of the Project, or any part thereof, without Landlord's consent, so long as such assignee agrees in writing to assume all of Tenant's obligations hereunder. Tenant may also collaterally assign or mortgage this Lease to the holder of a mortgage on all or any portion of the Tenant Property without Landlord's consent. In addition, Tenant may authorize Occupants to make use of the Parking Premises under such conditions as Tenant may determine, so long as such use is in accordance with the provisions of this Lease. Upon any transfer of the Project to a purchaser, or an assignment of this Lease to an assignee, the transferor shall be released of any and all liabilities or obligations arising or accruing under this Lease after the effective date of such transfer or assignment.

26. Lender's Rights. Provided Tenant has provided Landlord with the contact information for the holder(s) of a mortgage on the Tenant Property, then Landlord shall notify such holder(s) of any default under this Lease by Tenant that has not been cured within any applicable grace or cure period and shall provide any such holder(s) with the right to cure such default and if such holder elects to cure such default within thirty (30) days after such notice of such default, then shall provide such holder(s) with a reasonable time for such holder(s) to gain access to the Tenant Property and remedy such default.

27. Estoppel Certificate. Upon request of Landlord or Tenant, the other party, within ten (10) days of the date of such written request, agrees to execute and deliver to the requesting party, without charge, a written statement (a) ratifying this Lease; (b) certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except as shall be stated; (c) certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; (d) reciting the amount of advance Parking Rent, if any, paid by Tenant and the date to which Parking Rent has been paid; (e) that, to the knowledge of party providing the statement, neither party hereto is in default under the terms hereof except as shall be stated and (f) confirming such other provisions as are reasonably requested by such party.

28. Transfer of Landlord's Interest/Covenants Running with the Land. Landlord shall not convey, transfer or assign, by sale or otherwise, all or any part of its interest in this Lease or the Parking Premises at any time and from time to time and to any person or entity, unless the transferee agrees in a writing reasonably satisfactory to Tenant to assume all of Landlord's obligations under this Lease and to be bound by the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall not cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon any subsequent owner thereof.

29. Access. Landlord, its employees, agents and representatives, shall be entitled to enter upon the Parking Premises at reasonable times for the purpose of examining and inspecting the condition thereof and complying with Landlord's obligations hereunder; provided, however, such entry shall be done in a manner so as not to unreasonably interfere with the exercise of Tenant's or its Occupants' rights hereunder.

30. Surrender. Tenant upon termination of this Lease, by lapse of time or otherwise, agrees peaceably to surrender the Parking Premises to Landlord.

31. Holding Over. If Tenant remains in possession of the Parking Premises after the termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be leasing the Parking Premises as a tenant from month-to-month, subject to all the applicable terms, conditions and covenants of this Lease.

32. Complete Agreement; Enforcement. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

33. No Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No covenant or condition of this Lease can be waived except by the written consent of the party against whom such waiver is claimed. Until complete performance of any covenant or condition by Landlord or Tenant, as the case may be, each party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite any forbearance or indulgence.

34. Costs, Expenses and Attorneys' Fees. The prevailing party shall be entitled to be reimbursed for any reasonable out of pocket costs, expenses and reasonable attorneys' fees that may be incurred or paid by said party in successfully enforcing the terms, covenants and agreements in this Lease.

35. Mediation. In the event of a dispute between Landlord and Tenant arising under or in connection with this Lease or the Parking Premises, Tenant or Landlord may elect to submit such dispute to a mediator (the "Mediation Dispute"), provided that the electing party shall notify the other party in writing. Within ten (10) days after such notice, Tenant and Landlord shall first attempt to resolve the Mediation Dispute through negotiation. If the Mediation Dispute is not resolved by negotiation within thirty (30) days after commencement of negotiations, then either party may submit the Mediation Dispute to mediation by written notice to the other party, the parties shall attempt in good faith to resolve such dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in effect as of the date of the notice electing to submit the dispute to mediation. If either party elects to submit a dispute to mediation, then neither party shall submit such dispute to arbitration, litigation or any other dispute resolution procedure until at least thirty (30) days after the end of the mediation process, after which thirty (30) day period either party may pursue litigation to resolve such dispute.

36. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.

37. Binding Effect/Run with the Land. The stipulations, agreements and covenants herein contained shall be binding upon the parties hereto and their respective permitted successors and assigns and shall be deemed covenants running with the land and shall be binding upon the Parking Premises and inure to the benefit of the Tenant Property.

38. Memorandum. Landlord and Tenant shall record a Memorandum of this Lease in form and substance reasonable satisfactory to Landlord and Tenant in the Office of the Register of Deeds for Sheboygan County Wisconsin within five (5) business days after Tenant acquires the Tenant Property.

39. Counterparts; Signatures. This Lease may be executed and delivered in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures shall be binding upon the parties hereto and shall be effective as originals.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

**CITY OF SHEBOYGAN, WISCONSIN,
a municipal corporation of the State of
Wisconsin**

By: _____
Name: _____
Title: _____

TENANT:

**EIGHTH STREET SHEBOYGAN HOUSING
CORPORATION,
a Wisconsin domestic business corporation**

By: _____
Name: _____
Title: _____

EXHIBIT A
The Tenant Property

[see attached]

Exhibit A-1

EXHIBIT B

The Parking Premises

[see attached]

Exhibit B-1

EXHIBIT C
Parking Renovations

[see attached]

Exhibit C-1

EXHIBIT D

Existing Public Street Parking

[see attached]

Exhibit D-1