

## **LEASE AGREEMENT**

BETWEEN:

**City of Sheboygan**

("CITY")

**Ellwood H. May Environmental Park Association of Sheboygan County, Inc.**

("MPA")

AND

**Sheboygan Area School District (SASD)**

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property" or "Maywood") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

1. **Leased Property.** CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School for educational programming. SASD shall use the West Pavilion door as main entrance and exit throughout each program day.
  - a. SASD shall provide MPA its anticipated schedule of use for each academic year by August 1 of such year.
  - b. SASD may be asked to adjust use of the Pavilion to accommodate pre-scheduled programming such as "Nature at Noon." These adjustments will be scheduled well in advance and, when appropriate, SASD students will be invited to attend.
  - c. MPA may provide SASD with student volunteer projects when appropriate.
  - d. MPA shall provide designated storage space for SASD's environmental education supplies. Should such space be inadequate for SASD's needs, the Parties shall in good faith coordinate additional storage space. SASD shall not store materials in a way that obstructs facility egress or movement and shall not use mechanical rooms

or equipment carts for storage. SASD staff shall supervise students when in storage areas.

- e. MPA shall provide SASD use of its projection equipment, carts, classrooms, sound equipment and the like, as well as use of the library's reference materials and program-related supplies except when MPA or City programming needs conflict. SASD personnel shall obtain MPA permission prior to such use, shall return all used property to its appropriate locations, and shall promptly notify MPA of any loss or damage. SASD shall be responsible for all damage caused or occasioned by SASD use.
  - f. MPA shall provide SASD use of tools and equipment for cleaning areas of the Property used for programming. SASD shall ensure that all equipment and tools are returned to their appropriate locations after use. MPA shall provide restroom and cleaning supplies except that SASD shall supply any specific cleaning supplies needed for programming. SASD shall supply its own facial tissue and hand sanitizer.
  - g. MPA shall provide use of a microwave and refrigerator in the Pavilion kitchenette. All other appliances and dishware are not available for SASD use. Hot plates, griddles, open flames etc., are prohibited indoors.
2. **Term.** This Lease commences at 8:00 a.m. on September 2, 2025 ("effective date") and expires at 3:00 p.m. on June 4, 2026. This Lease shall automatically renew for up to five successive one-year terms unless either Party provides the other thirty days' written notice of intent to not renew.
3. **Rent.** SASD shall pay to MPA \$1224.30 per month as rent (the "Rent"). Payments shall be made by check or electronic transfer on or before the 15<sup>th</sup> of each month during the Lease Term. MPA may use Rent funds to perform any of its duties under the Memorandum of Understanding between MPA and the City ("MOU"). SASD will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by SASD's financial institution. SASD shall not be responsible for paying utilities or other charges in relation to using the Property, such as electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.
4. **Tenant Improvements and Property.** SASD may not make improvements or permanent changes to the Property without prior authorization from the MPA Director and the City's Director of Public Works. SASD's personal property is not insured by the City or MPA for damage or loss, and neither the City nor MPA assume any liability for loss. SASD may

request modifications to address safety issues or school program education locations. Such modifications will be reviewed or performed by either MPA or City staff. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.

5. **Hold Harmless.** SASD agrees to hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
6. **Insurance.** SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$2,000,000) per occurrence. The policy shall provide thirty (30) days written notice prior to cancellation served to the City and MPA and shall identify “the City of Sheboygan” and “Ellwood H. May Environmental Park Association” as additional insureds. Failure to provide or maintain such insurance shall immediately result in Lease termination. Each party shall obtain and maintain property insurance coverage for their respective assets.
7. **Amendments.** This Lease may only be amended or modified by a written document executed by the Parties.
8. **Assignment.** SASD shall not assign the Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City’s option, terminate this Lease.
9. **Termination.**
  - a. SASD may terminate this Lease at any time by providing 30 days’ written notice to the other parties. SASD shall be obligated to pay Rent for the full month during which Termination occurs. In other words, if SASD notifies the parties on October 15 of its intent to terminate on November 15, SASD shall pay the full rent otherwise owed for the months of October and November.
  - b. The City or MPA may terminate this Lease at any time if SASD defaults in its obligations and such default continues for a period of fifteen days or more after the non-defaulting party provides written notice to SASD specifying the default.

10. **Personnel.** SASD shall provide all personnel reasonably necessary for SASD's activities and programming. Such personnel shall be SASD employees or contractors. SASD shall be responsible for all aspects of hiring and employing its employees and contractors.

- a. SASD personnel shall be responsible for student behavior and shall therefore arrive before or with students each day of programming and remain onsite until all students have departed for the day. Personnel will have knowledge of park rules, will relay and enforce park rules with students, and will, consistent with MPA's mission, encourage a respect for nature and all living things. Students not complying with park rules may be excluded from the Property.
- b. SASD personnel shall be responsible for program registration, communicating with students and families regarding programming, and all program marketing.
- c. SASD personnel shall limit disruptions to MPA staff.

11. **Maintenance.** City and MPA shall be responsible for facility maintenance. Major repairs and maintenance (any repair or maintenance valued at least \$100) shall be MPA's or the City's responsibility. SASD shall be responsible for maintaining SASD property. SASD shall maintain all MPA and City property in clean, safe condition and shall promptly wipe down same upon soiling. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

- a. **Trash and Recycling.** SASD shall empty all trash and recycling at the end of a programming day and place bags in the designated dumpster(s) at the Property. MPA will supply trash can liners for use as intended. SASD shall supply liners desired for crafts or other purposes.
- b. **Daily Cleaning.** Except where otherwise noted, SASD shall be responsible for the following cleaning each day of programming:
  - i. Wash tables, sinks, counters, etc., with cleaning/disinfecting solution.
  - ii. Spot clean floors and keep floors free of objects that post a tripping hazard or that may prevent cleaning.
  - iii. MPA staff will regularly sweep and mop the buildings. SASD shall sweep and/or mop as-needed to prevent tracking messes to other parts of a building or to resolve safety hazards.
  - iv. Turn off all lights in classrooms and storage areas at the end of each day.

- v. Spot clean restrooms. MPA staff will regularly clean restroom facilities.
- vi. Clean all messes made during programming. Sinks, walls, paint brushes, sponges, etc., should be free of all residual mess after it has been cleaned.

12. **Security.** Maywood buildings are monitored by motion-detecting security systems, door alarms, fire alarms, and security cameras. SASD shall not hang or suspend objects within rooms in such a way that their movement may trigger the security system. SASD shall not prop doors open. SASD shall not block fire alarms, fire extinguishers, and exit lights from view or access. Each Party shall be responsible for supplying their own first aid kits. In emergency circumstances, anything available can be used.

13. **Campfires.** Campfires shall be scheduled in advance and coordinated with MPA staff, who may, in their professional judgment, prohibit campfires should weather or park conditions make such fires hazardous. SASD staff shall monitor campfires at all times and are responsible for ensuring each campfire is completely put out before leaving an area.

14. **Governing Law.** This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

15. **Severability.** The invalidity or unenforceability of any provision of this Lease will not affect the validity or enforceability of any other provision of this Lease And this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. **Independent Parties.** Nothing in this Lease shall be construed to constitute any party as a partner, agent, or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other parties, except as set forth in this Lease. Each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

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- 17. Notice.** Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address kept on record for each Party. Delivery shall be deemed effective upon personal delivery or deposit in United States mail. Routine business correspondence may be conducted by email, telephone, or in-person.

**Ellwood H. May Environmental Park Association**

Kendra Kelling, Park Director  
3615 Mueller Rd.  
Sheboygan, WI 53083  
[Kendra.kelling@sheboyganwi.gov](mailto:Kendra.kelling@sheboyganwi.gov)  
(920) 459-3906

Martha Steinbruecker, Board President  
3615 Mueller Rd.  
Sheboygan, WI 53083  
[martystein@charter.net](mailto:martystein@charter.net)  
(920) 459-3906

**City of Sheboygan**

Travis Peterson, Director of Public Works  
2026 New Jersey Ave.  
Sheboygan, WI 53081  
[Travis.peterson@sheboyganwi.gov](mailto:Travis.peterson@sheboyganwi.gov)  
(920) 459-3440

Meredith DeBruin, City Clerk  
828 Center Ave.  
Sheboygan, WI 53081  
[Meredith.debruin@sheboyganwi.gov](mailto:Meredith.debruin@sheboyganwi.gov)  
(920) 459-3361

**Sheboygan Area School District**

Jacob Konrath, Superintendent  
3330 Stahl Rd.  
Sheboygan, WI 53081  
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(920) 459-3514

Jason Duff, Warriner High School Principal  
712 Riverfront Dr.  
Sheboygan, WI 53081  
[jduff@sasd.net](mailto:jduff@sasd.net)  
(920) 459-0945

- 18. Entire Agreement.** This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supercedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
- 19. Waiver.** No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision

of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns.

21. **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the effective date.

**City of Sheboygan**

**Ellwood H. May Environmental Park Assoc.  
of Sheboygan County, Inc.**

\_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Martha Steinbruecker, President

\_\_\_\_\_  
Meredith De Bruin, City Clerk

**Sheboygan Area School District**

\_\_\_\_\_  
Jacob Konrath, Superintendent

Authorized by the City of Sheboygan pursuant to Res. \_\_\_\_-25-26