

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

(“CITY”)

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

(“MPA”)

AND

Sheboygan County YMCA

(“YMCA”)

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park (“the Property” or “Maywood”) to YMCA 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 YMCA, specifically the Basement Preschool Rooms and the Environmental Lab within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by YMCA for educational programming including Y-Koda Nature School. YMCA shall use the **West Pavilion** door as main entrance and exit throughout each program day. YMCA shall obtain MPA permission prior to using additional space beyond designated classrooms and restrooms are used.
 - a. YMCA shall provide MPA its anticipated schedule of use, specifying indoor spaces and classrooms, for each academic year by August 1 of such year.
 - b. YMCA 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, YMCA students will be invited to attend.
 - c. MPA may provide YMCA with student volunteer projects when appropriate.
 - d. MPA shall provide designated storage space for YMCA’s environmental education supplies. Should such space be inadequate for YMCA’s needs, the Parties shall in good faith coordinate additional storage space. YMCA shall not store materials in

a way that obstructs facility egress or movement and shall not use mechanical rooms or equipment carts for storage. YMCA staff shall supervise students when in storage areas.

- e. MPA shall provide YMCA use of its projection equipment, laminator, 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. YMCA 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. YMCA shall be responsible for all damage caused or occasioned by YMCA use.
 - f. MPA shall provide YMCA use of tools and equipment for cleaning areas of the Property used for programming. YMCA shall ensure that all equipment and tools are returned to their appropriate locations after use. MPA shall provide restroom and cleaning supplies except that YMCA shall supply any specific cleaning supplies needed for programming. YMCA shall supply its own facial tissue and hand sanitizer.
 - g. MPA shall provide use of its washer, dryer, refrigerators, freezers, microwaves, stove top, and oven. All users must help in keeping these appliances clean, free of dryer lint, free of old or expired food items, and accessible to all. Pots, pans, trays, plates, silverware, and cups may also be used, but these items should be cleaned promptly by the responsible party and returned to their respective storage locations. Maywood events take precedence for all appliance use. MPA and City make no guarantee of these appliances or replacement should they fail to operate correctly or become unusable.
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 and Fees.** YMCA shall pay rent and fees consistent with the Compensation Addendum attached and incorporated herein as Exhibit A.
- a. **Building Rent.** YMCA shall pay \$10,500 annually as facility rent.
 - b. **Usage Fee.** YMCA shall pay \$0.50 per student attending an environmental education or homeschool program at Maywood. Such payment shall be made

quarterly. YMCA shall pay \$5.00 per student attending a summer day camp held at Maywood and invoiced on October 5. If the total usage fee for summer camp is less than \$800.00, YMCA shall pay the difference to MPA as a Summer Use Fee.

- c. **Printing Fee.** YMCA shall pay MPA \$0.02 per copy for black and white printing and copying and \$0.07 per copy for color. The Printing Fee will be invoiced and paid monthly.
 - d. **Payments.** Payments shall be made by check or electronic transfer on or before (date). YMCA will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by YMCA's financial institution. YMCA 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.** YMCA 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. YMCA'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. YMCA 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.** YMCA 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.** YMCA agrees that it shall furnish and maintain such liability insurance as will protect YMCA, 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. YMCA shall

maintain a supply and equipment inventory for all items stored at Maywood to facilitate claims management.

7. **Amendments.** This Lease may only be amended or modified by a written document executed by the Parties.
8. **Assignment.** YMCA 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. YMCA may terminate this Lease at any time by providing 30 days' written notice to the other parties. YMCA shall be obligated to pay Rent for the full month during which Termination occurs. In other words, if YMCA notifies the parties on October 15 of its intent to terminate on November 15, YMCA 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 YMCA 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 YMCA specifying the default.
10. **Personnel.** YMCA shall provide all personnel reasonably necessary for YMCA's activities and programming. Such personnel shall be YMCA employees or contractors. YMCA shall be responsible for all aspects of hiring and employing its employees and contractors.
 - a. YMCA 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. YMCA personnel shall be responsible for program registration, communicating with students and families regarding programming, and all program marketing. MPA will include marketing for these programs in its newsletters, e-newsletters, and social media as space permits.
 - c. YMCA 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. YMCA shall be responsible for maintaining YMCA property. YMCA 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, YMCA 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. **Custodial Services.** MPA will provide custodial services to YMCA at a rate of \$19.38 per hour. Such rate may increase effective January 1, 2026. MPA will provide YMCA at least thirty days' written notice of any rate increase. The custodian will maintain a timecard delineating tasks completed and time therefore, which shall be made available to YMCA upon request.
- b. **Trash and Recycling.** YMCA 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. YMCA shall supply liners desired for crafts or other purposes.
- c. **Daily Cleaning.** Except where otherwise noted, YMCA 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. YMCA 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.
 - vii. Any potential pest attractants shall be kept in sealed containers.
 - viii. YMCA shall promptly clean all dishes used or place same in the dishwasher. No dirty dishes shall be left on counters, in sinks, or in drying racks.
- d. **Deep Cleaning.** UMCA shall conduct a thorough deep cleaning of the basement preschool rooms and the Environmental Lab at least twice a year. YMCA shall supply all equipment and supplies necessary for this cleaning.

- e. **Snow Removal.** City will plow and/or salt the road and parking area as needed. City or MPA will clear a path from the preschool drop-off area to the basement doors and the staff door by 8:00 a.m. daily.

12. Security.

- a. **Access.** MPA will provide approved YMCA staff a building key and security code for access to buildings during closed-to-public times. Lost or stolen keys shall be immediately reported to MPA. YMCA staff shall execute Maywood's Keyholder Agreement Policy prior to obtaining a building key or security code.
- b. **Security Systems.** YMCA staff shall be trained on building security systems. Maywood buildings are monitored by motion-detecting security systems, door alarms, fire alarms, and security cameras. YMCA shall not hang or suspend objects within rooms in such a way that their movement may trigger the security system. YMCA shall not prop doors open. YMCA 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. YMCA shall provide a copy of Emergency Plans and Drop-off/Pickup Policy and Procedures, a list of staff members and emergency contact information and daily schedules to MPA and shall promptly report any changes to MPA.

13. Reporting. YMCA shall provide MPA attendance figures necessary for invoicing in a timely manner in accordance with the Compensation Addendum (Exhibit A). YMCA shall provide MPA a copy of each parent/teacher survey and other program evaluations received for use in assessing program quality and improvement opportunities.

14. 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. YMCA staff shall monitor campfires at all times and are responsible for ensuring each campfire is completely put out before leaving an area.

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

16. Severability. The invalidity or unenforceability of any provision of this Lease will not affect the validity of 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.

17. 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.

18. 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
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(920) 459-3906

Martha Steinbruecker, Board President
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(920) 459-3906

City of Sheboygan

Travis Peterson, Director of Public Works
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(920) 459-3440

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

Sheboygan County YMCA

Mike Gustafson, CEO
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Sheboygan, WI 53081
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(920) 451-8000

Jeremiah Dentz, Camp Y-Koda Director
W3340 Sunset Rd.
Sheboygan Falls, WI 53085
jdentz@sheboygancountyymca.org
(920) 980-2454

19. 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 supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

20. **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.
21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns.
22. **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.
23. **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 County YMCA

Mike Gustafson, CEO

Jeremiah Dentz, Camp Y-Koda Director

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