

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A communication from Brenda Mauer, Nursing Supervisor at Aurora, stating her concerns for pedestrians crossing N. 25th St. to the Sheboygan Clinic and is requesting a crosswalk and designation to improve safety.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 24, 2017

MEETING DATE: August 29, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Attached is a site location map showing the area in question pertaining to N. 25th St.

The City of Sheboygan receives numerous requests for mid-block crosswalks and is not typically an advocate of mid-block crosswalks. Mid-block crosswalks can create a dangerous situation for both pedestrians and the individual driving a vehicle. Pedestrians may put themselves in danger if they misjudge the speed of approaching vehicles and the time it takes to safely cross the street. Drivers also get confused by mid-block crosswalks because drivers are expecting to see pedestrians cross the roadway at corners or intersections and not mid-block.

The City has received several requests for a mid-block crosswalk over many years at this location. Over this time Aurora's complexes have expanded and changed operations in this area, specifically with the Behavioral Health facility on the west side of 25th St. With this addition the amount pedestrians crossing on 25th St. have increased. Although a signalized intersection is located south of this location, employees and patients will take the shortest route between buildings, furthermore, the driveways between the two Aurora facilities are aligned which does allow for a cross walk to be installed similar to an intersection.

STAFF COMMENTS: Engineering staff will work Aurora and the Sheboygan Police Department to develop solutions for safe pedestrian crossing.

ACTION REQUESTED: Motion to file

ATTACHMENTS:

- I. Site map

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: During the reconstruction of Kohler Memorial Drive in 1996 the N. Frontage Road was constructed. A signalized intersection was installed at N. 25th St. and the N. Frontage Road for the purpose to not only move traffic safely but to safely move pedestrian traffic from the west side of N. 25th Street to the east side of N. 25th Street. The distance from the driveway of the parking lot to the signalized crosswalk is approximately 150' to 160'.

There is one major mid-block/traffic calming crosswalk in the City. It is located on Broughton Drive in front of the YMCA. This mid-block crosswalk is more than a sidewalk it is a traffic calming facility. This situation on Broughton Drive is different than the situation on N. 25th Street. There is no signalized pedestrian intersection in this Broughton Drive area.

During the reconstruction of Kohler Memorial Drive in 1996 the N. Frontage Road was constructed. A signalized intersection was installed at N. 25th St. and the N. Frontage Road for the purpose to not only move traffic safely but to safely move pedestrian traffic from the west side of N. 25th Street to the east side of N. 25th Street. The distance from the driveway of the parking lot to the signalized crosswalk is approximately 150' to 160' (I measured it electronically from our GIS System and I did not have it field measured).

STAFF COMMENTS: In April, I talked to the Sheboygan Police Department they are currently using the mobile speed trailer on S. Business Drive but they are going to let me know next week when they can move it to the N. 25th Street for northbound traffic on N. 25th Street. The speed trailer along with some additional enforcement/signage I have seen make a difference in the speed individual's drive.

ACTION REQUESTED: Motion to file

ATTACHMENTS:

- I. Site map

II

3.5

R. O. No. 134 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a communication from Brenda Mauer, Nursing Supervisor at Aurora, stating her concerns for pedestrians crossing N. 25th St. to get to the Sheboygan Clinic and is requesting a crosswalk and designation to improve safety.

Public Works.

City Clerk

Richards, Susan

From: Alderperson Markus Savaglio
Sent: Wednesday, August 16, 2017 4:50 PM
To: Richards, Susan
Subject: Fwd: Crosswalk

Sent from my iPhone

Begin forwarded message:

From: Alderperson Markus Savaglio <Markus.Savaglio@sheboyganwi.gov>
Date: June 5, 2017 at 6:51:11 PM CDT
To: "Mauer, Brenda M." <brenda.mauer@aurora.org>
Subject: RE: Pics

Ms. Mauer,

Thank you for your concern, I'm sorry I didn't get back to you sooner. When is a good time on Wednesday to call you?

Markus

From: Mauer, Brenda M. [brenda.mauer@aurora.org]
Sent: Monday, June 05, 2017 10:58 AM
To: Alderperson Markus Savaglio
Cc: Alderperson Scott Lewandoske
Subject: RE: Pics

I have yet to receive a response from you or Scott Lewandoske regarding this safety matter. Should I be speaking with someone else?

Brenda Mauer, RN
Nursing Supervisor
VLCC Sheboygan
Telephone: 920-457-6800, ext.2656
"Choose to be above average."

-----Original Message-----

From: Mauer, Brenda M.
Sent: Monday, May 15, 2017 2:11 PM
To: 'markus.savaglio@sheboyganwi.gov'
Subject: FW: Pics

Good Afternoon, I had been working with Bill Thiel for well over a year regarding my concerns for pedestrians crossing 25th street to get to the Sheboygan Clinic. The Sheboygan Clinic has over 350 employees who cross 25th street on any given day. In addition, the new Behavioral Health Facility will require more patients to cross 25th Street as well. The location of the bus stop and fire department make this an increasingly hazardous crossing. I had requested a review into adding a crosswalk and designation to improve safety. I believe that MR. Thiel is no longer an Alderperson and hence I am reaching out to you. I have attached a few pictures of an area within Sheboygan Falls with a similar issue. Please let me know if this is something you can pursue or if I would need to be in contact with someone else. Thank you for your time.

Brenda Mauer, RN
Nursing Supervisor
VLCC Sheboygan
Telephone: 920-457-6800, ext.2656
"Choose to be above average."

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Authorize the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for tank (WDOT NE Quad Calumet Dr. and Main Ave. – 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 16, 2017

MEETING DATE: August 21, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: A miscellaneous tank was located in the City right-of-way during the reconstruction of Calumet Drive. To dispose of this tank through DNR regulations the City of Sheboygan must complete the attached registration form.

STAFF COMMENTS:

ACTION REQUESTED: Approve as requested.

ATTACHMENTS:

- I. Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration Form.

III

4.3

Res. No. 58- 17 - 18. By Alderperson Wolf. August 21, 2017.

A RESOLUTION authorizing the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

RESOLVED: That the Mayor is authorized to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

Public Works



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



Wisconsin Department of Agriculture, Trade and Consumer Protection
Bureau of Weights and Measures
 PO Box 7837 Madison, WI 53707-7837
 (608) 224-4942

FOR OFFICE USE ONLY	
TDID#:	
Reg Obj #:	
Wis. Admin. Code §ATCP 93.140	

UNDERGROUND FLAMMABLE/COMBUSTIBLE/HAZARDOUS LIQUID STORAGE TANK REGISTRATION

Personal information you provide may be used for purposes other than that for which it was originally collected (s. 15.04(1)(m) Wis. Stats.).

Underground tanks in Wisconsin that have stored or currently store petroleum or regulated substances must be registered. A separate form is needed for each tank. Send each completed form to the agency designated above. Have you previously registered this tank by submitting a form? Yes No

If yes, are you correcting/updating information only? Yes No

This registration applies to a tank status that is (check one):

<input type="checkbox"/> In Use	<input type="checkbox"/> Abandoned with Product (empty)	<input type="checkbox"/> Closed - Filled with Inert Materials
<input type="checkbox"/> Newly Installed	<input type="checkbox"/> Abandon with Water	<input type="checkbox"/> Ownership Change (Indicate new owner name in block 2 - attach deed)
<input type="checkbox"/> Abandoned with Product	<input checked="" type="checkbox"/> Closed - Tank Removed	<input type="checkbox"/> Temporarily Out of Service - Provide Date:

Fire Dept. providing fire coverage where tank is located: CITY TOWN VILLAGE **Shaboygan**

IDENTIFICATION (Please Print)			
1. TANK SITE NAME WDOT NE Quad Calumet Dr. & Main Ave (4630-05-71)		COUNTY Shaboygan	PHONE () -
SITE STREET ADDRESS NE Quad Calumet Dr. & Main Ave		<input checked="" type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF:	STATE ZIP WI 53803
2. TANK OWNER LEGAL NAME City of Shaboygan-Dept. of Public Works		COUNTY Shaboygan	PHONE: Check <input type="checkbox"/> CELL or <input checked="" type="checkbox"/> LAND (920) 459 - 3485
MAILING ADDRESS 2026 New Jersey Avenue		<input checked="" type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF: Shaboygan	STATE ZIP WI 53081
3. PROPERTY OWNER NAME (if different from Tank Owner Legal Name #2)		COUNTY (if different from County #2)	
PROPERTY OWNER ADDRESS (if different from Site Street Address #1)		<input type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF:	STATE ZIP WI
4. CLASS A NAME	DOB	CERTIFICATION: (Attach certificate)	
5. CLASS B NAME	DOB	CERTIFICATION: (Attach certificate)	

SITE ID: _____ **FACILITY ID #** _____ **CUSTOMER ID #** _____

Tank Capacity (gallons): 250 Tank Age (age or date installed): _____ Vehicle rusting: Yes No

LAND OWNER TYPE (check one) Refer to back

County State Federal Leased Federal Owned Tribal Nation Municipal Other Government Private

OCCUPANCY TYPE (check one) Refer to back

Retail Fuel Sales Mercantile/Commercial Industrial Residential School Utility Government Fleet

Agricultural (crop or livestock production) Backup or Emergency Generator Other (specify): _____

TANK CONSTRUCTION:

Bare Steel Coated Steel Steel - Fiberglass Reinforced Plastic Composite

Fiberglass Unknown Other (specify): _____ Lined (date): _____

Overfill Protection? Yes No
Spill Containment? Yes No
Tank Double Walled? Yes No

TANK CATHODIC PROTECTION: Sacrificial Anodes Impressed Current N/A

PRIMARY TANK LEAK DETECTION METHOD: Automatic tank gauging Interstitial monitoring → Electronic Yes No Inventory control and tightness testing

Manual tank gauging (only for tanks of 1,000 gallons or less) Statistical Inventory Reconciliation (SIR) Unknown

PIPING CONSTRUCTION: Single Wall Double Wall:

Bare Steel Coated Steel Fiberglass Flexible Copper Unknown N/A Other: _____

PIPING CATHODIC PROTECTION: Sacrificial Anodes Impressed Current N/A

PRIMARY PIPING SYSTEM TYPE: Pressurized piping with → A. Pump auto shutoff - ELLD B. Flow restrictor - MLLD Unknown

Suction piping with check valve at tank Suction piping with check valve at pump and inspectable Not needed if waste oil

PIPING LEAK DETECTION METHOD: Interstitial monitoring → Electronic Yes No → Sump or cable sensor Yes No

Tightness testing Electronic line monitor - ELLD SIR Not required Unknown

TANK CONTENTS (Current, or previous product (if tank now empty))

Bio-Diesel: ___ % Aviation Premix Fuel Oil Kerosene New Oil Gas-ethanol blend: ___ % Diesel

Waste/Used Motor Oil → Used for Heating Hazardous Waste/Interface* Empty* Sand/Grave/Slurry* Unknown

Other (specify): _____ Chemical* Name _____ **CASN** _____

* NOT PECFA eligible. **Geo Latitude:** _____ **Geo Longitude:** _____

If Tank Closed, Abandoned or Out of Service: _____ Has a site assessment been completed? (see reverse side for details) Yes No

TANK OWNER LEGAL NAME (please print) _____ **TANK OWNER E-MAIL** _____

TANK OWNER SIGNATURE (Note: By signing, signer is accepting legal and financial responsibility for the storage tank system.) _____ **DATE:** _____

Note: Refer to comments on reverse side of form.

Definitions and explanations for completing this form

Land Owner Type - classifies the organization that owns the property the tank is located on. A "Private" landowner is residential, commercial, mercantile, industrial, farm, non-government owned public utility, or other business organization.

Occupancy Type (categories below) – identifies the occupancy in relation to ATCP 93 storage classifications.

Retail Fuel Sales	Tank is used to store any fuel product that is offered for sale in the retail market.
Bulk Plant Storage	Tank is used to store any fuel product that is offered for sale in the wholesale market.
Industrial	Tank is used to store any regulated product associated with an industrial: fleet, heating, industrial fabricating, manufacturing, processing or refining.
Mercantile/Commercial	Tank is used to store any regulated product associated with a commercial business fleet, heating, or processing, e.g., service company, medical facility, freight, airport, apartment, etc.
Utility	Tank is used to store any regulated product associated with a public or private water or power utility fleet, heating, or processing.
Residential	Tank is used to store any regulated product for residential heating or residential automobile fueling.
School	Tank is used to store any regulated product at public or private primary, secondary or higher educational institution.
Agricultural	Tank is used to store any regulated product directly associated with crop or livestock production, meaning a "farm." Refer to ATCP 93.050(48)
Back-up or Emergency Generator	Tank is used to store any fuel used to power a backup or emergency generator; or as back-up to a primary fuel source such as fuel oil back-up to a natural gas fired boiler.
Terminal Storage	Tank is associated with a distribution facility such as an interstate pipeline. These tanks are typically field erected structures of 500,000 + gallon capacity. A million gallon tank at an ethanol production site would be "industrial," not "terminal storage."
Government Fleet	Tank is located at a facility owned and operated by a federal, state, county or local government entity. The tank may be used for vehicle fueling, waste oil or heating purposes.

DATCP UST/AST Permit and Registration Group Areas of Responsibility by County

Terri L. Maus - West <i>Terri.L.maus@wisconsin.gov</i> 608-224-5157				Terri Lovicott - North East <i>Theresa.lovicott@wisconsin.gov</i> 608-224-5154		Israel Zurfluh - Central <i>Israel.zurfluh@wisconsin.gov</i> 608-224-5152		Gwen Person - South East <i>Gwendolyn.person@wi.gov</i> 608-224-5153	
02	Ashland	46	Pepin	05	Brown	01	Adams	30	Kenosha
03	Barron	47	Pierce	10	Clark	08	Calumet	40	Milwaukee
04	Bayfield	48	Polk	15	Door	11	Columbia	51	Racine
06	Buffalo	50	Price	19	Florence	13	Dane	53	Rock
07	Burnett	52	Richland	21	Forest	14	Dodge	64	Walworth
09	Chippewa	54	Rusk	31	Kewaunee	20	Fond Du Lac	67	Waukesha
12	Crawford	55	St Croix	34	Langlade	24	Green Lake		
16	Douglas	57	Sawyer	35	Lincoln	28	Jefferson		
17	Dunn	60	Taylor	37	Marathon	36	Manitowoc		
18	Eau Claire	61	Trempealeau	38	Marinette	39	Marquette		
22	Grant	62	Vernon	42	Oconto	45	Ozaukee		
23	Green	65	Washburn	43	Oneida	56	Sauk		
25	Iowa			44	Outagamie	59	Sheboygan		
26	Iron			49	Portage	66	Washington		
27	Jackson			58	Shawano	69	Waushara		
29	Juneau			63	Vilas	70	Winnebago		
32	La Crosse			68	Waupaca				
33	Lafayette			71	Wood				
41	Monroe			72	Monominee				

CLOSURE ASSESSMENT INFORMATION

Requirements for a site assessment at the closure or change in service for ATCP 93 regulated underground storage tank are outlined in ATCP 93.560 and the Federal Register, 40 CFR 280 and 281.

Closure site assessments (TSSA Form Part B) are to be submitted to the DNR as required in the TSSA Guide:

http://datcp.wi.gov/Consumer/Weights_and_Measures/Storage_Tank_Regulations/index.aspx

This document can be made available in alternate formats to individuals with disabilities upon request.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute a lease agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: August 25, 2017

MEETING DATE: August 29, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Sheboygan Area School District approached David Kuckuk, Director of Elwood H. May Environmental Park, with a request to lease classroom space at the Maywood Ecology Center during the 2017 – 2018 school season. David presented the request to the Association Executive Committee and it was determined that rental of the space to the School District would be an acceptable agreement that meets the Mission of Maywood and the Association’s strategic and multi-faceted fundraising plan.

STAFF COMMENTS:

The agreement has been reviewed by city staff and changes have been made by the city Attorney, Chuck Adams. Staff agrees that this is an acceptable educational program to be held at the Maywood Environmental Park.

ACTION REQUESTED: Recommend approval of the lease agreement.

ATTACHMENTS:

- I. Lease Agreement

III

4.4

Res. No. 59 - 17 - 18. By Alderperson Wolf. August 21, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and,

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and,

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

Public Works



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

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood 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") 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:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, 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.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 12, 2017 and ends at 3:00 p.m. on May 31, 2018.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall 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.
12. 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 (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

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

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. 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.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenace

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. 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.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. 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.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of August, 2017.

City of Sheboygan

Elwood H. May Environmental Park Assoc.

Michael J. Vandersteen, Mayor

David Kuckuk, Director

Susan Richards, City Clerk

Sheboygan Area School District

Joseph Sheehan, Superintendent