



*****AMENDED*** PUBLIC WORKS COMMITTEE AGENDA**

August 29, 2023 at 5:30 PM

**Municipal Service Building - Training Room, 2026 New Jersey
Avenue**

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: August 15, 2023

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 17-23-24 / August 21, 2023: An ordinance creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.
7. Res. No. 48-23-24 / August 21, 2023: A resolution designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application.
8. Res. No. 43-23-24 / August 21, 2023: A resolution authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.
9. Res. No. 45-23-24 / August 21, 2023: A resolution authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA.

NEXT MEETING DATE

10. Next Regular Meeting Date: September 12, 2023

ADJOURNMENT

11. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN**PUBLIC WORKS COMMITTEE MINUTES******* AMENDED*** Tuesday, August 15, 2023**

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Chair Dean Dekker, Alderperson Joe Heidemann and Vice Chair Zach Rust

COMMITTEE MEMBERS EXCUSED: Alderperson Angela Ramey

STAFF/OFFICIALS PRESENT: City Engineer Ryan Sazama, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Parks and Forestry Joe Kerlin, Assistant City Attorney Liz Majerus, Administrative Coordinator Heather Burke, and Administrative Clerk Stacy Weseljak.

OTHERS PRESENT: Dustin Stielow, Tom Werner, Mike McFadzen, and Steve Scharrer

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM

2. Roll Call
3. Pledge of Allegiance

Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: July 25, 2023

MOTION TO APPROVE MINUTES FROM JULY 25, 2023

Motion made by Vice Chair Rust, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Heidemann, Vice Chair Rust

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 16-23-24 / August 7, 2023: An ordinance creating a no parking zone on Broughton Drive north of Ontario Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Vice Chair Rust, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Heidemann, Vice Chair Rust

7. Res. No. 36-23-24 / August 7, 2023: A resolution adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan.

CHAIR DEKKER STATED THIS RESOLUTION WILL BE DISCUSSED AT A FUTURE MEETING. NO DISCUSSION OCCURED.

Item 5.

8. Res. No. 37-23-24 / August 7, 2023: A resolution authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Heidemann, Seconded by Vice Chair Rust.

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Heidemann, Vice Chair Rust

NEXT MEETING DATE

9. Next Regular Meeting Date: August 29, 2023

ADJOURNMENT

10. Motion to adjourn

MOTION TO ADJOURN AT 5:43 pm

Motion made by Vice Chair Rust, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Heidemann, Vice Chair Rust

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 24, 2023

MEETING DATE: August 29, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: There has been a request by residents and businesses in the South Pier District area to have no parking at the terminus of the South Pier Drive cul-de-sac during the overnight hours. City staff recommends having the same parking restrictions of 11 p.m. to 4 a.m. as the City has for all City parks. The cul-de-sac area of South Pier is not a city park, but City staff felt the need to stay consistent with the posted hours.

STAFF COMMENTS: The Department of Public Works recommends adding this no parking zone.

ACTION REQUESTED: Motion to recommend the Common Council adopt General Ordinance No. 17-23-24 creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.

ATTACHMENTS:

- I. Gen. Ord. No. 17-23-24

CITY OF SHEBOYGAN
GENERAL ORDINANCE 17-23-24

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

AN ORDINANCE creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled “Prohibitions And Restrictions Authorized,” both sides of South Pier Drive beginning 895 feet east of the east curb line of Blue Harbor Drive to a point 1,145 feet east of the east curb line of Blue Harbor Drive, and including the entire circular portion of the roadway, are hereby added to the list of locations where parking is not permitted between 11 p.m. and 4 a.m. daily.

SECTION 2: AUTHORIZATION TO INSTALL SIGNAGE The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution designating the City Forester as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application.

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

REPORT DATE: August 23, 2023

MEETING DATE: August 29, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin 23.097
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: In 2016, the City wrote and approved an Urban Forestry Management Plan. The City has since budgeted annual funds for tree planting, tree removal, tree trimming and ash tree treatment. The Department of Public Works has also applied for and has received over \$100,000 in grants since 2016 to assist with the management plan. The Department will be applying for another WI DNR grant and in order to be eligible for the grant, the attached resolution needs to be approved by the Common Council. The maximum amount of the grant is \$25,000, which would require a \$25,000 match from the City. This would be covered by the annual forestry budget. The grant application is due on October 2, 2023 and will be used for the calendar year 2024.

STAFF COMMENTS: Tim Bull, City Forester, is researching several different project options which are grant eligible. Each year the WI DNR highlights different areas of urban forestry that would score higher in the grant process. Tim is considering combining several needed projects that would score high in the grant ranking.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 48-23-24 designating the City Forester as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for Calendar Year 2024 and directing him to submit an Urban Forestry Grant Application.

ATTACHMENTS:

- I. Res. No. 48-23-24

**CITY OF SHEBOYGAN
RESOLUTION 48-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

A RESOLUTION designating the City Forester as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2024 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant’s behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2024, the maximum amount of which is \$25,000, and which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City’s share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2024 budget for the City’s share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2024 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw up to \$50,000 from Account No. 400300-641150 (Capital Projects Trees/Forestry) and \$25,000 from Account No. 400-436900 (Capital Projects State Grants-Other)

to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 43-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

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

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

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") 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 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.
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 7, 2023 and ends at 3:00 p.m. on May 30, 2024.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,166.66 per month (the "Rent").

7. SASD will pay the Rent by check or electronic transfer on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2023 for the rental month of September, 2023. Payment shall be made to MPA by the Environmental 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.

Maintenance

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 and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

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: Ellwood 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, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of _____, 2023.

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

Superintendent

Authorized by the City of Sheboygan pursuant to Res. ___-23-24.

**CITY OF SHEBOYGAN
RESOLUTION 45-23-24**

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Lease Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AMENDMENT TO LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

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

("MPA")

AND

Sheboygan County YMCA

("YMCA")

Background

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease set the initial rent at \$10,000 per year, to be paid semiannually, but also provides that the Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. The Parties have discussed the amount of Rent and have agreed to an increase in Rent for the 2023-24 school year. The Parties have also agreed to modify the Lease terms to provide for a later due date for the second semiannual payment.

Terms

The parties hereby agree that the rent for the Classrooms for the 2023-24 school year is \$10,500 per year.

The parties additional agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of _____, 2023.

City of Sheboygan

Sheboygan County YMCA

Ryan Sorenson, Mayor

Donna Wendlandt, CEO

Meredith De Bruin, City Clerk

Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

Kendra Kelling, Director

Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. ____-23-24.