



AGENDA
NATURAL RESOURCES COMMITTEE
SPECIAL MEETING
WEDNESDAY, DECEMBER 6, 2023 – 8:15 AM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

- 1. CALL TO ORDER**
- 2. PROPER NOTICE**
- 3. PUBLIC COMMENT**
- 4. ACTION ITEMS**
 - a. Resolution: Memorandum of Agreement with Sugar Maple Nature School for Providing a Temporary Public Nature-Based Charter School Site at Hawthorne Hills County Park
- 5. ADJOURNMENT**

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

RESOLUTION NO. (ID # 9755)

MEMORANDUM OF AGREEMENT WITH SUGAR MAPLE NATURE SCHOOL FOR
PROVIDING A TEMPORARY PUBLIC NATURE-BASED CHARTER SCHOOL SITE AT
HAWTHORNE HILLS COUNTY PARK

WHEREAS, Ozaukee County, through the Planning and Parks Department, proposes to sign a Memorandum of Agreement with Sugar Maple Nature School, a public nature-based charter school authorized by the Northern Ozaukee School District, to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia; and

WHEREAS, the Memorandum of Agreement pertains to the use of lands situated on an area that is approximately 5.5 acres and an existing Multi-Purpose Parks Maintenance Building, a portion of Parcel #080030500000 located at Hawthorne Hills County Park, 4880 County Highway I, Saukville, WI 53080; and

WHEREAS, the term of the agreement shall commence from April 1, 2024 and remain in place until June 30, 2027 under the conditions of the agreement or until otherwise extended or terminated by either party as provided in the agreement; and

WHEREAS, the Planning and Parks Department has been excavating, filling and grading at Hawthorne Hills County Park for a proposed campground development and a Multi-Purpose Parks Maintenance Building; and

WHEREAS, Sugar Maple Nature School desires to have temporary, exclusive use of the 5.5-acre area (Premises) which overlaps with the proposed campground area and is consistent with the short and long term Master Plan for Hawthorne Hills County Park and the Park and Open Space Plan for Ozaukee County for the purposes of a public nature-based charter school; and

WHEREAS, Sugar Maple Nature School will have shared use of the Multi-Purpose Parks Maintenance Building which includes a non-exclusive use of the upper-level bathrooms, and lower-level office, shower, and locker room areas only if shelter from hazardous weather conditions is required and visitor parking at the south Maintenance Building parking lot; and

WHEREAS, Sugar Maple Nature School will have shared use of two Hawthorne Hills County Park parking lots for Sugar Maple Nature School staff parking and non-exclusive use of approximately 80 acres of natural areas within the park and may rent the Multi-Purposes Parks Maintenance Building and the HH Peters Youth Camp facility, if available, at the current non-profit rental rate; and

WHEREAS, Sugar Maple Nature School will reimburse the County for 25% of costs for sanitary pumping at the Multi-Purpose Parks Maintenance Building and 100% of all electric use charges per the site meter if these utilities are used; and

WHEREAS, the initial site preparation term (April 1, 2024 - June 30, 2024) lump sum rent is \$16,500, the initial year (July 1, 2024 - June 30, 2025) lump sum rent is \$65,000, and the rent shall increase by 5% for the second year and third year; and

WHEREAS, the County will install, manage and maintain Ozaukee County Park System signage for the Park, including general directional signage to the Premises on Park roads and

signage indicating school use of the Premises at existing trails and access points to the Premises, maintain access to the Premises through snow and tree removal along main (existing) paved Park roads and parking lots, provide road maintenance (including drainage) for the paved access road to Premises, provide lawn mowing, vegetation management and tree maintenance and/or removal in the Premises, and complete additional site development items as requested by Sugar Maple Nature School, at Sugar Maple Nature School's expense, within a reasonable time from such request, upon written approval by County; and

WHEREAS, Sugar Maple Nature School will provide a site plan and or site plan modifications for written approval by the County inclusive of all permanent and non-permanent improvements or modifications prior to any installation or construction, custom signage as required for Sugar Maple Nature School use, at County's discretion and written approval, provide snow removal on all walkways and paths within Premises, and aside from otherwise set forth in the Agreement, provide all facilities, equipment, and supplies required for the operation of the Sugar Maple Nature School; and

WHEREAS, this agreement aligns with the Planning and Parks Department's mission "to provide opportunities for Ozaukee County residents and visitors of Ozaukee County to appreciate and enjoy the natural and cultural resources, local ecology, recreational experiences, well planned sustainable growth and improved quality of life in Ozaukee County through the preservation, restoration and management of natural resources, increased awareness and education, stewardship, promotion of tourism, comprehensive planning, and the acquisition, development, enhancement and operation of large scale, intergovernmental recreational opportunities including exceptionally well-maintained golf courses, multi-use trails and parks", as previously demonstrated through educating youth on environmental, ecological and cultural aspects in the Ozaukee County Park System and the Sugar Maple Nature School's mission "to provide a nature-based education that fosters curiosity, environmental stewardship, and a strong sense of community"; and

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the Director of the Ozaukee County Planning and Parks Department to sign and execute a Memorandum of Agreement with Sugar Maple Nature School, a public charter school authorized by the Northern Ozaukee School District, to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia.

FURTHER RESOLVED, that this Memorandum of Agreement is contingent upon negotiation of terms satisfactory to the Ozaukee County Planning and Parks Department and Corporation Counsel.

Dated at Port Washington, Wisconsin, this 6th day of December, 2023.

SUMMARY: Review and approval of a Memorandum of Agreement with Sugar Maple Nature School to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	December 6, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

Agenda Summary MEMORANDUM OF AGREEMENT WITH SUGAR MAPLE NATURE SCHOOL FOR PROVIDING A TEMPORARY PUBLIC NATURE-BASED CHARTER SCHOOL SITE AT HAWTHORNE HILLS COUNTY PARK

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department), proposes to sign a Memorandum of Agreement (MOA) with Sugar Maple Nature School (School), a public nature-based charter school authorized by the Northern Ozaukee School District, to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia. The MOA pertains to the use of an area in the Park that is approximately 5.5 acres (Premises) and an existing Multi-Purpose Parks Maintenance Building (see attached map). The term of the agreement shall commence from April 1, 2024 and remain in place until June 30, 2027 under the conditions of the agreement or until otherwise extended or terminated by either party as provided in the agreement. The Department has been excavating, filling and grading at Hawthorne Hills County Park for a proposed campground development and a Multi-Purpose Parks Maintenance Building, and the School desires to have temporary, exclusive use of the Premises which overlaps with the proposed campground area and is consistent with the short and long term Master Plan for Hawthorne Hills County Park and the Park and Open Space Plan for Ozaukee County for the purposes of a public nature-based charter school. The School will have shared use of the Multi-Purpose Parks Maintenance Building which includes a non-exclusive use of the upper-level bathrooms, and lower-level office, shower, and locker room areas only if shelter from hazardous weather conditions is required and visitor parking at the south Maintenance Building parking lot. The School will have shared use of two Hawthorne Hills County Park parking lots for School staff parking and non-exclusive use of approximately 80 acres of natural areas within the park and may rent the Multi-Purposes Parks Maintenance Building and the HH Peters Youth Camp facility, if available, at the current non-profit rental rate. The Department will install, manage and maintain Ozaukee County Park System signage for the Park, including general directional signage to the Premises on Park roads and signage indicating school use of the Premises at existing trails and access points to the Premises, maintain access to the Premises through snow and tree removal along main (existing) paved Park roads and parking lots, provide road maintenance (including drainage) for the paved access road to Premises, provide lawn mowing, vegetation management and tree maintenance and/or removal in the Premises, and complete additional site development items as requested by the School, at the School's expense, within a reasonable time from such request, upon written approval by County.

The School will provide a site plan and or site plan modifications for written approval by the

County inclusive of all permanent and non-permanent improvements or modifications prior to any installation or construction. The School will also provide custom signage as required for Sugar Maple Nature School use, at County's discretion and written approval, provide snow removal on all walkways and paths within Premises, and aside from otherwise set forth in the Agreement, provide all facilities, equipment, and supplies required for the operation of the School. This agreement aligns with the Department's mission "to provide opportunities for Ozaukee County residents and visitors of Ozaukee County to appreciate and enjoy the natural and cultural resources, local ecology, recreational experiences, well planned sustainable growth and improved quality of life in Ozaukee County through the preservation, restoration and management of natural resources, increased awareness and education, stewardship, promotion of tourism, comprehensive planning, and the acquisition, development, enhancement and operation of large scale, intergovernmental recreational opportunities including exceptionally well-maintained golf courses, multi-use trails and parks", as previously demonstrated through educating youth on environmental, ecological and cultural aspects in the Ozaukee County Park System and the Sugar Maple Nature School's mission "to provide a nature-based education that fosters curiosity, environmental stewardship, and a strong sense of community".

This project is supported by the following plans: the County [Park and Open Space Plan](https://www.co.ozaukee.wi.us/DocumentCenter/View/729/Park-and-Open-Space-Plan-for-Ozaukee-County-3rd-Edition?bidId=>) [<https://www.co.ozaukee.wi.us/DocumentCenter/View/729/Park-and-Open-Space-Plan-for-Ozaukee-County-3rd-Edition?bidId=>](https://www.co.ozaukee.wi.us/DocumentCenter/View/729/Park-and-Open-Space-Plan-for-Ozaukee-County-3rd-Edition?bidId=>) related to providing education within natural areas and parks, including Nature Study Programs with local partners (p. 63, 65, 110), the [Comprehensive Plan](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) [for Ozaukee County: 2035](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) [<http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) [<http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) related to maintaining and enhancing the high quality educational system in Ozaukee County including through partnerships and use of parks and open lands to foster educational opportunities (p. 247, 276, 295, 313, 330, 451, 461, 462, 503, 514, 593), the County Strategic Plan 2020-2024 [2020-24](https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24) [<https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24>](https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24) (p. 14) related to the enhance quality of life assets strategic goal, and the Land and Water Resource Management Plan for Ozaukee County 2021-2030 <https://www.sewrpc.org/SEWRPCFiles/Environment/LandWaterResourceManagementPla/capr-338-OZ-County-Land-and-Water-Resource-Management-Draft.pdf> related to educational programming (p. vi, 3, 144, 189 - 192, 214).

ANALYSIS: The initial site preparation term (April 1, 2024 - June 30, 2024) lump sum rent is \$16,500, the initial year (July 1, 2024 - June 30, 2025) lump sum rent is \$65,000, and the rent shall increase by 5% for the second year and third year. The School will reimburse the County 25% of costs for sanitary pumping at the Multi-Purpose Parks Maintenance Building and 100% of all electric use charges per site meter if these utilities are used. This MOA is contingent upon negotiation of terms and conditions satisfactory to the Department and Corporation Counsel.

FISCAL IMPACT: Balance Current Year: None

Next Year's Estimated Cost: None (Additional Program Revenue \$49,000)

FUNDING SOURCE: County Levy: Non-County Levy: X

Indicate source: Sugar Maple Nature School rent payments

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the resolution for review and approval of a Memorandum of Agreement with Sugar Maple Nature School to provide a temporary site for classrooms and structures and a space for nature-based outdoor learning at Hathorne Hills County Park in the Town of Saukville and Town of Fredonia.

ATTACHMENTS:

- PP_Dept_SugarMapleNatureSchool_MOA_Draft Final 11.28.23 (PDF)
- P&P_Dept_Attachment A - Ozaukee County Sugar Maple Nature School Agreement Area_11.28.23 (PDF)

Memorandum of Agreement – Ozaukee County and Sugar Maple Nature School

This Memorandum of Agreement, hereinafter referred to as “Agreement”, is entered into by and between Ozaukee County, a political subdivision of the State of Wisconsin, having a mailing address of 121 W. Main Street, P.O. Box 994, Port Washington, WI 53094 (hereafter “COUNTY”) and Sugar Maple Nature School (hereafter “SCHOOL”), for the purpose of providing a temporary site for a public nature-based charter school authorized by the Northern Ozaukee School District. This Agreement sets terms and conditions for use of COUNTY property as a temporary site for classrooms/structures and a space for outdoor learning.

WHEREFORE, in consideration of the mutual covenants contained herein, COUNTY and SCHOOL agree as follows:

1. **TERM.** This Agreement shall commence from April 1, 2024 and remain in place until June 30, 2027 (Expiration Date) under the conditions of this agreement or until otherwise extended or terminated by either party as provided in this Agreement. This Agreement is not renewable unless both parties’ consent to renewal in writing at least ninety (90) days prior to the Expiration Date. Both parties recognize that this relationship will evolve and are open to amendment as new opportunities are presented.
2. **DESCRIPTION OF PREMISES.** This Agreement pertains to the use of lands and an existing Multi-Purpose Parks Maintenance Building situated on an area that is approximately 5.5 acres, a portion of Parcel #080030500000 located at Hawthorne Hills County Park, 4880 County Highway I, Saukville, WI 53080 (hereinafter “PARK”):

Located in the NW1/4-NW1/4 of Section 3, T. 11 N., R. 21 W., in the town of Saukville, Ozaukee County, WI, described as follows: beginning at the NW corner of Section 3, T. 11 N., R. 21 W.; thence S 57° 63’ 52” E, 1195.87 feet to the Point of Beginning; thence S 55° 41’ 86” E, 112.54 feet; thence S 72° 97’ 32” E, 233.27 feet; thence S 00° 87’ 06” E, 513.01 feet; thence S 88° 25’ 01” W, 233.54 feet; thence N 51° 44’ 37” W, 370.09 feet; thence N 25° 30’ 67” E, 466.35 feet to the Point of Beginning. See Attachment A, entitled, “Ozaukee County Sugar Maple Nature School Agreement Area”:

3. **SHARED USE.** The Multi-Purpose Parks Maintenance Building, parking lot adjacent to the pickup / drop off access road and/or the parking lot at Hawthorne Hills County Park off the park road north of the Multi-Purpose Parks Maintenance Building is identified as Shared Use. Shared Use is agreed upon areas for use by both the COUNTY and SCHOOL. SCHOOL Shared Use of the Multi-Purpose Parks Maintenance Building includes access to and non-exclusive use of upper-level bathrooms and lower-level office, shower, and locker room areas only if shelter from hazardous weather conditions is required. COUNTY will provide SCHOOL with key code access to the lower level. Visitor parking is available at the south Maintenance Building parking lot and/or the Hawthorne Hills County Park parking lot. Staff parking is available at the parking lot adjacent to the pickup / drop off access road and/or the Hawthorne Hills County Park parking lot. The pickup/drop off road is also identified as Shared Use. SCHOOL may also utilize (non-exclusive use) approximately 80 acres of natural area within the Park. SCHOOL may rent use of the kitchen and common area in the upper level of the Multi-Purpose Parks Maintenance Building and HH Peters Youth Camp, also located on the property, if available, at the current non-profit rental rate. HH Peters Youth Camp is within walking distance of the Premises and includes fishing access to

the Milwaukee River, hiking trails, a meeting hall, showers and restrooms, an outdoor pavilion and picnic area. Access to the Shady Lane natural area is also available via existing trails.

4. SITE DEVELOPMENT. COUNTY agrees to complete the following site development items to the extent practical given availability of funding, contractors and supplies and materials by July 1, 2024:
 - a. Access road(s) per site plan map (west loop for drop off and pick up)
 - b. A parking lot adjacent to the pickup / drop off road within the Premises
 - c. A parking lot at Hawthorne Hills County Park off the park road north of the Multi-Purpose Parks Maintenance Building
 - d. Electric service
 - e. Water supply
 - f. WIFI access
5. RENT. The initial site preparation term (April 1, 2024 – June 30, 2024) lump sum rent is \$16,500, due June 30, 2024. The initial year (July 1, 2024 – June 30, 2025) lump sum rent is \$65,000, which shall be paid in two installments of equal value due December 31, 2024 and June 30, 2025. The second year and each consecutive year thereafter, rent shall increase by 5%. The second and third year annual lump sum rent payments are due June 30 of each term year. Rent that is more than thirty (30) days overdue may, at the option of COUNTY, be subject to a late charge for each day late at the rate of twelve percent (12%) per annum from the date due, prorated daily and compounded monthly. Acceptance of late payments or late charges is not a waiver of the timely requirement for such payment for any succeeding payments. Annual rental rate may be modified by COUNTY if this Agreement is renewed after initial Term.
6. UTILITIES. If SCHOOL uses the following services, then SCHOOL will reimburse the COUNTY per COUNTY invoice at the rate identified for the following Utilities:
 - a. 25% of costs for sanitary pumping at the Multi-Purpose Parks Maintenance Building.
 - b. 100% of all electric use charges per site meter.
7. COUNTY SITE DEVELOPMENT AND MAINTENANCE OF PREMISES.
COUNTY will:
 - a. Provide and manage all site development items in Section 4;
 - b. Install, manage and maintain Ozaukee County Park System signage for the Park, including general directional signage to the SCHOOL on Park roads and signage indicating school use of the Premises at existing trails and access points to the Premises;
 - c. Maintain access to the Premises through snow and tree removal along main (existing) paved Park roads and parking lots;
 - d. Provide road maintenance (including drainage) for the paved access road to Premises;
 - e. Provide lawn mowing, vegetation management and tree maintenance and/or removal in the Premises;
 - f. Complete additional site development items as requested by SCHOOL, at SCHOOL's expense, within a reasonable time from such request, upon written approval by COUNTY.

SCHOOL will:

- a. Provide site plan and or site plan modifications for written approval by the County inclusive of all permanent and non-permanent improvements or modifications prior to any installation or construction.
 - b. Provide custom signage as required for SCHOOL use, at COUNTY's discretion and written approval, which approval will not be unreasonably withheld.
 - c. Provide snow removal on all necessary walkways and paths within Premises.
 - d. Aside from as otherwise set forth in this Agreement, provide all facilities, equipment, and supplies required for operation of the SCHOOL.
8. **CONDITION OF PREMISES.** COUNTY represents and warrants that as of Effective Date, the land and Shared Use building are in good working condition. Any damage to COUNTY land and building caused by SCHOOL will be the responsibility of SCHOOL.
9. **IMPROVEMENTS AND MODIFICATIONS.** With COUNTY's prior written permission, SCHOOL has the right to make modifications and construct improvements at SCHOOL's expense, subject to SCHOOL's compliance with all federal, state or local laws, ordinances and regulations. All fixed improvements constructed by SCHOOL shall become the sole property of COUNTY upon termination of Agreement, unless SCHOOL can restore PREMISES to its prior condition, at SCHOOL's own expense. COUNTY approval in writing is required, which approval will not be unreasonably withheld and which decision will be made within 45 days of any written request by the SCHOOL, for all improvements including, but not limited to, site grading, building pads, well installation, driveways or other access, POWTS installation, trailer and sign placement, installation of portable bathrooms, internal combustion engine generators or other unusual or unreasonable equipment use, etc. 'Improvements' do not include: hammocks, tree stumps, benches, or other non-permanent and easily removable normal or necessary items. The parties understand that the SCHOOL will create a natural playscape which the SCHOOL may, in whole or in part, remove from the premises otherwise according to the terms of this agreement.
10. **PROFESSIONAL AND LEGAL REQUIREMENTS.** SCHOOL will be responsible for adhering to all local, state, and federal regulations and securing and making available all licenses, permits, and insurances required by law for operation of a school. All other employment law according to Wisconsin State Statutes shall also be abided by the SCHOOL for any employees of the SCHOOL.
11. **INSURANCE AND LIABILITY.** SCHOOL assumes all risk and liability for services provided under the Agreement. SCHOOL shall maintain, to the extent relevant, the following insurance coverage during the term of Agreement:
 - a. Property insurance with a minimum policy limit of \$1,000,000, covering damage to the structures and property owned by the SCHOOL on the Premises. That insurance will also cover improvements, equipment, fixtures, fencing and support systems built or placed upon the property against fire, vandalism, mischief and all other perils covered by such policies of insurance.
 - b. Comprehensive general liability insurance with a minimum policy limit of \$2,000,000 for bodily injury and property damage.
 - c. Automobile liability insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - d. Worker's compensation coverage according to Wisconsin State Statutes for employees of

the SCHOOL.

- e. Provide sixty (60) days advance written notice of any cancellation or non-renewal of insurance policies required by Agreement.
 - f. SCHOOL agrees to list COUNTY as an additional insured on all liability policies and annually provide a copy of policies and certificates of insurance to the Ozaukee County Finance Department and Planning and Parks Department.
12. INDEMNIFICATION. Each party agrees to indemnify, save, keep harmless and defend the other party, its directors, officers, agents and employees against any and all loss, damages, injuries, liability claims and costs or expenses of whatsoever kind and nature, including attorney's fees, which either party may sustain, incur or be required to pay, resulting from injury to or death of any person, and for loss or damage to any property occurring in connection with, in any way incident to, or otherwise arising out of the other party's (or anyone either party invited or allowed to be on PREMISES) negligent utilization of PREMISES, which results in whole or part from such person's utilization of PREMISES, which is to be offset to the extent such injury, death, loss or damage arises in part by any action of the other party or its directors, officers, agents and employees.
 13. SMOKING PROHIBITED. SCHOOL shall not permit smoking by employees or clients inside any part of the Hawthorne Hills Maintenance Building, Restrooms, or H.H. Peters Youth Camp Building.
 14. NONDISCRIMINATION. COUNTY will ensure that all persons are afforded equal access to and treatment in services, programs and facilities operated by COUNTY. In connection with the performance of services under this Agreement, SCHOOL agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, marital status, ancestry, sexual orientation, arrest record or conviction record, national origin, sex, pregnancy, genetic information, disability, age (40 and over), citizenship status, veteran status, military service, use or non-use of lawful products off COUNTY's premises during non-working hours; or any other reason prohibited by state or federal law (except where sex, age, physical or mental requirements or arrest and conviction records are bona fide occupational qualifications) as having any bearing on whether or not an individual is accepted for employment or as having any influence as to how an individual might progress thereafter. SCHOOL shall provide services to the general public without discrimination as to race, color, creed, or any other legally protected status.
 15. BUSINESS INTERRUPTION/FORCE MAJEURE. Neither Party shall be liable for failing to perform any obligation under this Agreement resulting from circumstances that are not within a Party's reasonable control, including, but not limited to, fire, accident, strike, riot, Acts of God, war, terrorism, epidemic, or pandemic. If, after the delivery or possession to SCHOOL, any area of the premises shall be damaged or destroyed by fire, explosion, the elements, an Act of God, or any other casualty, this Agreement shall continue in full force and effect for a period of thirty (30) days from the date of such damage or destruction. During such thirty (30) day period, COUNTY shall have the option to elect whether to rebuild or repair such damaged property. In the event COUNTY elects to rebuild or repair, such rebuilding or repairing shall be completed within a reasonable time from the date of destruction. In the event COUNTY elects not to rebuild or repair or fails to make any election within the thirty (30) day period following the date of damage or destruction, then Agreement shall terminate at the end of said thirty (30) day period. In the event of termination, SCHOOL shall forthwith surrender possession of the premises to COUNTY.
 16. DEFAULT, TERMINATION. If in the reasonable judgment of COUNTY, SCHOOL has breached the terms of Agreement, COUNTY shall give SCHOOL a written notice of said breach.

If SCHOOL fails or refuses to remedy such breach within twenty (20) days after receipt of notice, COUNTY may terminate this Agreement and SCHOOL will have until the conclusion of the then current academic semester, plus fifteen (15) business days to leave the premises. SCHOOL and COUNTY may terminate this Agreement by giving a 12 month notice of intention to terminate to the other party.

17. SECURED INTEREST AND LIENS. The SCHOOL may have occasion to assign a security interest or lien interest on property owned by the SCHOOL on the Premises to lending institutions or other financial institutions to secure funds to purchase, reconstruct or move buildings to or from the Premises. It is expressly understood, pursuant to the terms of this Agreement, that the SCHOOL shall have no security interest or lien interest on the Premises or real estate owned by the COUNTY nor assign any such security interest or lien on any of the property subject to this Agreement which is owned by COUNTY and Premises of SCHOOL. No such security interest or lien purported to encumber the property owned by the COUNTY under the terms of this Agreement shall be valid or recognized.
18. SURRENDER. SCHOOL agrees to quit and deliver possession of the Premises, COUNTY buildings, and COUNTY equipment to COUNTY or COUNTY's assigns, successors, or agents when this Agreement terminates for any reason or upon Expiration Date.
19. FAILURE TO REMOVE PROPERTY. Upon termination or expiration of this Agreement, COUNTY shall grant access to SCHOOL, upon reasonable advance notice, to remove SCHOOL's equipment, and other property of SCHOOL. If SCHOOL fails to remove property within thirty (30) days after termination or expiration of this Agreement, any remaining property shall become the property of COUNTY unless otherwise agreed to by the Parties.
20. NOTICES.
 - a. Each party giving notice pursuant to this Agreement must give the notice in writing using one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid; or (4) electronic communications per subsection c. of this provision.
 - b. Each party giving notice must address the notice to the appropriate person of the receiving party at the address listed below or to another address designated by that person by notice to the other party:

If to COUNTY:

County Clerk and Planning and Parks Director
 Ozaukee County Planning and Parks Department
 121 W. Main Street, P.O. Box 994
 Port Washington, WI 53074

If to SCHOOL:

President and/or Director of Education
 Sugar Maple Nature School
 P.O. Box 46
 Newburg, WI 53060

- c. An electronic mailing address shall be considered to be established as an appropriate address for delivery of notice if that electronic mailing address (1) has previously been used to transmit communications and the receiving party has acknowledged receipt thereof; and (2) is clearly identified by the receiving party as an appropriate address for receiving notice.
 - d. As to COUNTY. For all purposes herein, COUNTY shall be represented by the Natural Resources Committee and Ozaukee County Planning and Parks Director unless the County Board directs otherwise.
 - e. Time of Notice. All notices shall be deemed to have been given on the next business day after personal delivery, certified mail return receipt date, depositing with the nationally recognized overnight commercial courier, or date electronic communication received.
21. ASSIGNMENT. SCHOOL shall not assign this Agreement, lease out PREMISES or any part thereof or permit the same to be used for any other purpose than as provided herein. Provided however, that SCHOOL may partner with vendors, including its' affiliates such as a recognized Foundation, a Parent Teacher's Organization, or West Bend 4k, etc., and host events for similarly aligned groups, to assist in its education programming and mission, specifically including making use of the Premises year-round via summer camps and similar. All vendors are subject to the terms of this agreement and SCHOOL will be responsible for vendor compliance with this agreement or for any vendor violations of this agreement.
22. AMENDMENT. This Agreement may be amended by COUNTY and SCHOOL in a written document signed by both parties.
23. SURVIVORSHIP. This Agreement shall be binding upon the successors and assigns of the parties hereto and shall run with the Premises for the term of this Agreement.
24. SEVERABILITY. If any Agreement provision is found to be void or otherwise unenforceable, the parties agree to substitute another provision in its place that endeavors to satisfy the intent of the original provision to the extent enforceable.

IN WITNESS WHEREOF, COUNTY and SCHOOL hereto have caused this Agreement to be executed the day and year first above written.

COUNTY
OZAUKEE COUNTY
PLANNING AND PARKS DEPARTMENT

Date:

By: _____

Title: _____

State of Wisconsin
County of Ozaukee

This document was signed before me on

_____ (date) by

Notary's Signature

Notary's expiration date

Notary Seal:

SCHOOL

SUGAR MAPLE NATURE SCHOOL

Date:

By: _____

Title: _____

State of Wisconsin

County of Ozaukee

This document was signed before me on

_____ (date) by

Notary's Signature

Notary's expiration date

Notary Seal:

Sugar Maple School - Proposed Site



Hawthorne Hills Park and Golf Course - Management Areas

4.a.b



Legend

- Hawthorne Hills Boundary
- Management Areas
- Parking Lot
- Structures
- Trails
- ADA Accessible Trails
- Trails (Future)
- Trails (Future, School Use Only)
- Boardwalks
- Bridge
- Restrooms
- Picnic Areas
- Fishing Access
- Drinking Fountain
- Campsites (Future)
- Wetland
- Pond
- Cart Path
- Bunkers
- Drive Line
- Greens
- Fairways
- Pavement



0 0.05 0.1 0.2 Miles



Ozaukee County
November, 2023

Packet Pg. 17

