

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PARK & RECREATION COMMISSION**

DATE AND TIME: **WEDNESDAY, October 19, 2016 at 5:30p.m.**

LOCATION: **GERMANTOWN CONFERENCE ROOM A
N112 W17001 Mequon Road**

CALL TO ORDER: This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.

I. **ROLL CALL:**

II. **APPROVAL OF MINUTES:** September 21, 2016

III. **PUBLIC INPUT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.

IV. **OLD BUSINESS:**

1. 2017 Operating & Capital Improvements Fund Budgets
2. Update on potential public open space use of private facilities

V. **NEW BUSINESS**

1. Deutschstadt Heritage Foundation – Maifest 2017 Review & Recommendation on use of Friedenfeld Park
2. Germantown Diamond Club Field Usage Agreement – Review & Recommendation
3. Germantown Hawks Football Field Usage Agreement – Review & Recommendation
4. Germantown Crushers Softball Field Usage Agreement – Review & Recommendation

VI. **VILLAGE BOARD:**

VII. **SCHOOL BOARD REPORT:**

VIII. **DIRECTOR'S REPORT:**

IX. **ANNOUNCEMENTS OF PUBLIC INTEREST:**

The next Park & Recreation Commission meeting will be **November 16th @ 5:30p.m.**

X. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Clerk's Office at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
PARK & RECREATION COMMISSION MINUTES
CONFERENCE ROOM A
September 21, 2016**

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by Chair Coulthurst.

- I. ROLL CALL:** Chair Coulthurst, Commissioners Leukert, Knop, Trustee Rep. Miller and School Board Rep. Medved. Absent and excused were Commissioners Stapelman and Depies. Also present were Director Schroeder and Secretary Lemke.
- II. APPROVAL OF MINUTES:** *Motion by Medved, seconded by Miller to approve the minutes from August 17, 2016 as presented.*

*Aye: Coulthurst, Miller, Knop, Leukert
Abstain: Medved*

III. PUBLIC INPUT:

IV. UNFINISHED BUSINESS:

- 1. ALT BAUER PARK – BASKETBALL COURT/LANDSCAPING PROJECT – UPDATE** – Director Schroeder stated the basketball court is striped along with the parking lot. All items related to this project have been completed.

V. NEW BUSINESS

- 1. 2017 OPERATING & CAPITAL IMPROVEMENTS FUND BUDGETS** – Director Schroeder reviewed the status of the 2017 proposed Operating and Capital Budgets following review by the Committee of the Whole on September 20th.

Recreation

Revenue

- Recreation Program Participation – 2012 (6,320), 2013 (6,545), 2014 (6,785) 2015 (7,168)
- Revenues – Programs - July 2016 YTD \$607,000, compared to \$610,000 July 2015 YTD
- Increase of \$1,000 in Park shelter & field rentals, Acct. #7210
- Increased budget of \$85,000 in Recreation Fees, Acct. #7310 Note: \$960,000 – 2017 Budget
- **Overall increase in projected revenues of \$90,544 - 2016 Budget to 2017 Budget.**
- Cost Recovery 87% over a 5-year period; 2017 Proposed Budget 83%

Expense

- Acct. #1800, Salaries & Wages – Part-Time Programs - Increase of \$39,128, offset Acct. #7310.
- Acct. #2300 Health Insurance – decrease of \$32,475, less impacts with permanent PT staff that work 30 plus hours.
- Acct. #3800, Program Supplies & Expense – increase of \$20,000, offset Acct. #7310.

PARK & RECREATION COMMISSION MINUTES

September 21, 2016

Page 2

- Acct: #3810, Splashpad Maintenance – increase of \$1,000 for supplies and replacement parts.
- Acct: #5400, Equipment Repair & Maintenance – increase of \$1,000, note 2015 and 2016 actual.
- Acct: #7300, Insurance & Bonds – decrease of \$2,763.
- **Overall Increase of \$37,603 or 3.15%, with an increase of \$34,140 related to Salaries/Wages, a decrease of \$33,934 related to Fringe Benefits, an increase of \$22,397 related to Operating Supplies, and an increase of \$15,000 for capital items.**

Capital Items

- Materials and labor to contract out the Kinderberg Park tennis court fence repair, Spassland Park basketball court repair, and the repair/re-painting of Kinderberg Park Splashpad surface and play features – total of \$15,000.
- Parks Budget Items - Dumpster Enclosures for Haupt Strasse & Friedenfeld Parks, Re-location of electric service to Wolf Haus at Dheinsville Park, Epoxy floors at Firemen's Park restroom and Kinderberg Park multi-purpose room floor, and stone for pathways at Schoen Laufen and Alt Bauer Parks.

Capital Projects

- Haupt Strasse Park Playground – replace 1994 equipment - \$95,000
- Firemen's Park Pathway lighting – safety and security lighting - \$45,000 – cut at 9/20 COW Mtg. by a 4-3 vote.
- Kinderberg Park Basketball Court – use of impact fees for new facility - \$60,000
- Mini-van/SUV to replace the 2000 Pontiac Montana - \$30,000 – reduced to \$15,000 at 9/20 COW Mtg.

Senior Center

Revenue

- Federal Aid – Nutrition Site agreement with Washington County.
- No increases proposed for program fees, trips revenues, just re-allocation of monies – overall budget of \$40,600 is same as 2016.
- Increase of \$2,000 for Senior Center Rental (fee increase approved for 2017), Decrease of \$2,000 for Senior Trip Revenues.

Expense

- Overall increase of \$5,393 or 4.55%, with materials & labor of \$7,500 to construct and install cabinets & counters for the Senior Center Gift Shop. Sources for remaining \$6,000 include balance of monies from 2016 Alt Bauer Park playground project, and donation of up to \$2,000 from Germantown Senior Club.
- Part-time Office Assistant – monies were placed in the new position request account for adding a second 12 hour/week office assistant position – total impact salary and benefits of \$6,738.

Senior Van Replacement Fund

- Proposed Senior Van Fares of \$3,500 for 2017. Fares increased for first time in 17 years in 2015.
- Senior Van Replacement Fund Balance \$25,094 as of July 2016.

Recreation Facility Fee Fund

- Revenues est. \$37,500 – Expenses est. \$35,500 2016 – Security Cameras for school gyms, 2017 – Security Doors for KMS.
- Average revenue per year Years 2014 & 2015 – Village \$9,000/yr., School \$18,500/yr., Clubs \$7,450/yr.
- Current balance in accounts – July 2016 YTD **Village \$14,583; School \$69,832; Club \$8,579 for a total of \$92,994**

Further discussion on the 2017 budget will take place at Committee of the Whole meetings in October.

2. **DISCUSSION ON POTENTIAL PUBLIC OPEN SPACE USE OF PRIVATE FACILITIES** – Director Schroeder provided a background on discussion relative to propose open space use of Riversbend Golf Course.

Riversbend Golf Course – Timeline & Discussion Points

August 23rd – initial meeting with Rachit Dhingra, Odyssey Hotels (current owner) - Holiday Inn Express Hotel, Jason Daye and Ryan Wilgreen from Excel Engineering, Village Planner Jeff Retzlaff, Village Attorney Brian Sajdak, and Mark Schroeder, Park & Recreation Director

- Hotel owner looking to expand capacity of hotel by adding two floors.
- Interest in purchasing golf course for additional parking spaces, and preservation of open space as an amenity for neighborhood.
- Village zoning approval in exchange for public use of private golf course open space via conservation easement? Owner interest in keeping land in private ownership.
- Would village be interested in partnership? Preserve open space and public use for walking trails? Owner minimal interest in site investment/improvements.
- Would MMSD be interested in purchase? Partnership with village?
- Recommendation to tour the site.

August 30th – site meeting with Dhingra, Daye, Wilgreen, Schroeder, Chuck? (current golf course owner) as well as Scott Coulthurst, Jay Olszewski and Scott Anderson of DPW/Parks

- Site is approximately 35 acres, other than maintenance of fairways, tees, and greens, minimal investment into facility for years. Low use golf course.
- Access and parking – limited visibility to the general public. Parking limitations with businesses, future public use, expansion of hotel facility and customer needs.
- Conservation Easement – important to address items such as permitted uses, improvements, maintenance, signage, rules, liability, etc.
- Need to define the level of service that will be provided and who is responsible for paying.

- If public use need to account for ADA accessibility requirements such as trail materials.
- Expectations of neighboring condo residents – garbage, turf maintenance, permitted and actual uses, even though private ownership this will likely become a public parks issue.
- Request developer to submit a proposal and conceptual plan for use of the property.

September 8th – email from Conservation Fund Program Director David Grusznski who manages the MMSD Greenseams Program.

- Greenseams determination that acquisition value would be up to \$2,500 per acre.
- Willing to partner with the village to protect open space. Greenseams willing to provide up to \$92,500 towards the village's acquisition of the property.
- In return for financial assistance, MMSD would require a Greenseams conservation easement over the entire property.

September 21st – Following discussion, the following general thoughts were shared by the Park & Recreation Commission.

- Commission noted concerns with lack of frontage or visibility to the general public.
- Parking needs to be addressed if land is open to the public. With potential expansion of hotel business and existing business uses, parking will be an issue.
- Need to define potential uses of the land, and funding for both improvements and maintenance. What is the desired level of service to be provided? Who will provide these services? Will the LOS meet the expectations of the neighboring residents?
- With the current proposal, there appears to be significant costs to the village.
- Good idea to open a dialogue with MMSD for potential partnership.

VI. VILLAGE BOARD REPORT: Donges Bay Road should be done shortly. The Roundabout on Fond du Lac and Donges Bay Road should be open by October 1st. The work on TID #6, along Appleton Avenue (between Maple & Lannon), is near completion. Country Aire Drive (North of Bonniwell) has been redone and Maple Road (North of Rockfield Road) is scheduled to be redone in 2016.

VII. SCHOOL BOARD REPORT: The Rockfield School addition is complete. The referendum for school improvements will be on the November ballot.

VIII. DIRECTOR'S REPORT:

- 1) **Alt Bauer Park Basketball Court/Pathway Project** - The color resurfacing work was completed on August 6th. The painted of the lines has been cancelled twice due to rain, but the work was completed on Saturday, September 17th. In addition, the parking lot was stripped which was the remaining work item from this 2014 capital project.

- 2) **Alt Bauer Park Play Equipment Project** – The DPW/Parks staff removed the existing equipment and completed site preparation work the week of August 22nd-29th. The playground contractor installed the new equipment August 31st to September 2nd. Village crews have completed installation of the concrete sidewalk. The wood fiber safety mulch will be delivered on September 21st, with the equipment open for public use. Installation on the park benches and picnic table, as well as final site restoration will be completed by the end of September.
- 3) **Alt Bauer Park Tennis Court Resurfacing Project** – The project started on August 18th with power washing, hydro-blasting, and removal of the existing asphalt emulsion surface. Crack filling, patching, and installation of the Amor crack repair system was completed on September 15th. Installation of the acrylic resurfacer and acrylic color surface, as well as the court lines should be completed by September 30th.
- 4) **Pilgrim Road Tree Planting Project – Phase 1** – The 2016 Parks Line Item Budget included \$24,000 for the replacement of trees that have been removed as part of the Village's EAB initiative. The contract includes materials and labor to plant approximately 60 (2"-2.5") trees. The species were selected by the Village's contracted arborist John Gall, and include maple, serviceberry, hackberry, dogwood, honeylocust, coffeetree, crabapple, tree lilac, and elm. All of these species were chosen because they fit the environmental constraints of Pilgrim Road. On April 18th, the Village Board awarded the contract to Century Landscape. The pre-construction meeting for this project is scheduled for Monday, October 3rd.
- 5) **Weidenbach Park Pathway Lighting** – The light poles and fixtures have been ordered and delivered. The DPW/Parks staff has pushed back the completion of this project into November.
- 6) **Washington County WDOT Bike & Pedestrian Plan Grant** – The Wisconsin Department of Transportation has awarded a 2016-2020 Transportation Alternative Program (TAP) Grant in the amount of \$72,000. The Bike & Pedestrian Plan is being developed to increase opportunities for non-motorized vehicle transportation. County parks staff will be contacting communities soon after discussions with WDOT regarding specifics on funding and project schedule.

Recreation Division Report

Fall/Winter Program Registration started on August 15th for residents and school district residents, and August 17th for Non-residents.

The department has 46 programs starting in September including: Golf Lessons, Band: The Adult Wind Ensemble, All Star Jazz Crusaders and Dixielanders, Exploring Martial Arts, Dance, Poms, Gymnastics, Little Gridders, Pee Wee & U6 Soccer, Oodles Of Art, Music Fun, Pre-school Play group, Family Scavenger Hunt, Open Volleyball, Open Basketball, Softball Pitching Clinic, Intro To Tae Kwon Do, Learn To Skate, Intro To Hockey, Kids Klub, Pickleball/Open Pickleball, Babysitter's Training, I-pad Tips, The Camera in your Smartphone, Advanced Digital Photography, STEM classes, Pilates, Yoga, Pulse, Girls Volleyball Leagues, Restore Your Core, Clutter Course, Beginning Guitar, Proper Pruning and Maintenance Techniques, Scrapbooking Crop, Learn To Wood Carve, Family Dodgeball, Zumba, Zumba kids and caregivers, yoga.

Programs cancelled due to low enrollment: STEM Roamer & Crazy Contraptions, Running 101, Repel Bugs, Oodles of Art night class, Dhanda Yoga, and Jr Golf Academy,

Upcoming events include the following:

Germantown Youth Futures Recruitment Event: This was held on September 15th from 6:30 – 7:30 p.m. at Kinderberg Park. Staff held a short meeting, ate sundaes and played kickball.

Bucketeer Basketball Registration Deadline is September 26th.

- IX. ANNOUNCEMENTS OF PUBLIC INTEREST:** The next meeting will be held October 19th.
- X. ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:54 p.m.



Shannon Lemke
Secretary

Board Happenings

Newsletter of the Board of Education

Welcome to the October 13, 2016 edition of Board Happenings, a semi-monthly Board of Education publication. Our goal is to distribute this newsletter shortly after each Board meeting that will communicate discussions, actions, and other items of interest. We welcome your comments and thoughts as we *Empower and Inspire Every Student to Success*. Questions or comments? Please [Click Here](#).

October 10th Regular Board Meeting

- **Student Representative Update** – Student Representative Derek Fairburn reported on student activities throughout the district.
- **National Merit Scholarship Semifinalists Report** – Semifinalists Christopher Beck, Joseph Heying, Ian Lawson, and Samantha Stroebel explained how they earned semifinalist status based on their preliminary SAT and National Merit Qualifying tests; the students hope to advance to the finalist level in order to compete for scholarships in spring 2017.
- **District Initiative Update** – Director of Educational Systems Dr. Rick Grothaus updated the Board on recent discussions he held with the National Merit Scholarship semifinalists and AP Chemistry students on Growth Mindset and the district initiative; Director of Teaching and Learning Brenda O’Brien informed the Board that work is continuing on developing the new elementary report cards that better coincide with the District’s Essential Success Factors.
- **Referendum Update** – Superintendent Jeff Holmes informed the Board that numerous referendum informational meetings have taken place with several more scheduled and that information cards were handed out at the homecoming game last week; the October 24th Board meeting will be held at Germantown High School Library with the public invited to an informational meeting (6:30 PM) prior to the Board meeting.
- **Summer School Update** – Director of Teaching and Learning Brenda O’Brien provided a positive update on the growth of the district’s summer school program; classes offered this summer = 34 and; classes offered summer 2015 = 26; membership for equalization aid and revenue limit purposes is calculated by taking the total number of instructional minutes during summer school and dividing by 48,600. The total number of minutes this year was 1,523,445.05 (an increase of 360,302.05 from 2015); the whole number after the calculation is the membership, or FTE; for every FTE, the amount of equalization aid is approximately \$13,000; FTE this year = 31; FTE for 2015 = 24.
- **Board Meeting Schedule Altered** – Due to the road construction on Donges Bay and other factors, the Board’s meeting schedule for the school year has been altered; please [click here](#) for an updated version.
- **KMS Fire Subrogation Update** – Director of Business Ric Ericksen provided an update on the Kennedy Middle School fire subrogation status and indicated that the actual cause of the fire is still being determined.
- **3rd Friday Pupil Count Update** – Director of Business Ric Ericksen updated the Board on the state-wide Third Friday Pupil Count and reports submitted to the Department of Public Instruction; we have 24 more students than last year at the same time, which means our student count is 3,919.
- **Rockfield Addition Report** – Superintendent Jeff Holmes presented a [video of Rockfield students](#) utilizing the new Innovation Center and classrooms; Rockfield Principal Dr. Dana Croatt thanked everyone for all the work done to bring the project to completion and Board President Soderberg thanked Dr. Croatt for the dedication ceremony and the banner and plaque presented to the Board; JP Cullen representatives Larry Rocolle and Nick Tibbott updated the Board on remaining items that will be completed and thanked the Board for the opportunity to work with the district.
- **Youth Options Approved** – The Board approved four additional students to participate in Youth Options courses for the spring semester of the 2016-2017 school year, which are college-level courses not available through our staff.

October 19, 2016

Director's Report

- 1) **Alt Bauer Park Play Equipment Project** – The playground contractor completed the installation of the new equipment on September 2nd. Village crews completed installation of the concrete sidewalk on September 15th, with the wood fiber safety mulch delivered on September 21st. Installation on the safety mulch, park benches and picnic table, as well as final site restoration has been completed. The playground was opened for public use on September 26th. Thanks to the parks/DPW staff for an excellent job with site and concrete work as well as project landscaping.
- 2) **Alt Bauer Park Tennis Court Resurfacing Project** – The crack filling, patching, and installation of the Amor crack repair system was completed on September 15th. Installation of the acrylic resurfacer and acrylic color surface was completed on October 4th, with the lining of the courts completed on October 8th. Final inspection and acceptance of the work was completed on October 17th. The project has a two-year warranty.
- 3) **Pilgrim Road Tree Planting Project – Phase 1** – The pre-construction meeting was held with Century Landscaping on Monday, October 3rd. The project bid included materials and labor to plant 60 trees, however by utilizing a 2015 WDNR Urban Forestry Grant of \$5,075 that was received in 2016, the contract amount was adjusted to reflect the planting of 73 trees. All planting sites have been field located/marked with the planting scheduled for the week of October 24th – 28th.
- 4) **Weidenbach Park Pathway Lighting** – The light poles and fixtures have been ordered and delivered. The DPW/Parks staff has pushed back the completion of this project into November.
- 5) **Spassland Park Gas Main Relay Project** - Staff met with WE Energies on October 13th at Spassland Park for an update on the plans and project schedule. In 2017, WE Energies will be continuing with the western section of the project through Spassland Park, and along Revere Lane. They have surveyed the route/area of the easement, and re-marked all trees that will need to be removed. The construction easement area will impact nearly the entire southern length of asphalt pathway, as well as the removal of 23 trees and 8 pathway lights. Monies would be available for re-planting efforts. The project will start with removal of the trees in January. A complete schedule for the project will be provided to assist department staff with planning for any impacts to recreation programs and park shelter rental groups.
- 6) **Riversbend Golf Course -Potential Public Parks & Open Space Use** – Staff was contacted on September 30th by the prospective owner of the Riversbend Golf Course

indicating that he had spoken to representatives of the local residential community, and the sentiment is that they would rather not have any activity on the property in the future. Once the property ceases to be used as a golf course, they would rather the land remain in private ownership with no public use.

- 7) **Senior Advisory Committee Meeting** – The next Senior Advisory Committee Meeting is scheduled for Thursday, October 27th. Topics include the 2017 Budget, and an update on programs and events.
- 8) **Farmer's Market** – The market will be closing for the season on October 29th.
- 9) **Community Garden** – The 2016 garden season is coming to a close. The gardeners have been asked to clear all produce, and prepare the soil for winter by November 1st.

Recreation Division Report October 19, 2016 Commission Meeting: The department has 47 programs starting in October including: Parent Child basketball, 10 and under tennis (3 sites), Afterschool Legos (4 sites), Croptoberfest, Oodles Of Art, Music Fun, Softball Hitting Clinic, Intro To Tae Kwon Do, Learn To Skate, Intro To Hockey, Explore Martial Arts, Restore Your Core, Don't Be Bullied, EZ Defense for Women, Kids Cuisine, Time for Two, Basic First Aid for Kids, Tot Party, Zumba, Zumba Kids, Learn Spanish (3 sites), Pickleball, Belly Dancing, STEM Classes, Clutter Class, Mad Science, Advanced Digital Photography (2), Band (3), Nutrition for Active People, Martial Arts Kidsfest, Clown School, How to be Healthy during and After Pregnancy, Halloween Music Party, Bee Keeping, Kickboxing, Dog Therapy, PULSE.

Cancelled programs: Learn To Wood Carve, Babysitter's Training, Mad Science at CL, Afterschool Spanish at St. Boniface and CL, Exploring History of French Cuisine, and Junior Chef Day classes. All programs were cancelled due to low enrollment.

Upcoming events include the following:

Friday Family Flicks: Will be held at MacArthur School on November 11th with tentative plans to feature the movie Zootopia. We are still confirming with MacArthur PTA.

1st/2nd Grade Buckets: Registration Deadline is November 1st.

Bucketeer Basketball: The coaches meeting is scheduled for Tuesday, October 25th at Kennedy Middle School. Limited openings remain.

Family Scavenger Hunt: We had 16 families enrolled, but only 3 turned in an entry. We still had fun judging the entries.

Fall Girls Volleyball League: We have five 3rd/4th grade teams and 1 big 5th/6th grade team. We were able to keep the kids from each school together on a team. Girls are having fun playing games on Saturdays at KMS. We are excited that we brought this program to the community. Games will end on Oct. 29th.



Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337
(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: October 19, 2016

To: Park & Recreation Commission

From: Mark Schroeder, Park & Recreation Director

Re: Diamond Club Field Usage Agreement

During the development of Friedenfeld Park, affiliate agreements were created between the Village of Germantown and community youth athletic organizations, including the Germantown Diamond Club. The Diamond Club is not-for profit organization which offers the sports of baseball and softball to approximately 220 Germantown youth annually.

In April 2014, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 2-year agreement with the Germantown Diamond Club. This agreement will expire on December 31, 2016.

Attached for your review and recommendation is a new 2-year agreement with the GTDC for 2017-2018. This agreement is similar to the current agreement with a couple revisions. The updated version includes the added reference to girls softball, storage use, and the provision for payment to the Village for any ball diamond supplies that are used. Appendix A defines the assigned field space.

A per participant fee of \$15 is incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the fields used by the GTDC. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by the Germantown Diamond Club, and the Village Attorney. Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.

Attachment: 2017-2018 Field Usage Agreement

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village") and **GERMANTOWN DIAMOND CLUB**, Germantown, Wisconsin (the "User").

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize one (1) field at Firemen's Park (Freistadt Field), one (1) field at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for games and practices (the "Premises").
2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall be responsible of scheduling the various sport fields located at Freistadt Field, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields. The User will be allowed non-exclusive use of the fields for baseball and softball games and practices during their season (April – July). The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The fields may be utilized by the Village, in its sole discretion, for baseball or softball practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is two (2) years and shall commence on January 1, 2017 and terminate on December 31, 2018 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games, practices, storage, and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** User will assess a \$15.00 fee for each participant playing in their Club. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. The Village will charge the User for products (i.e. chalk, diamond dry, turf, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ____ day of ____, 2016

VILLAGE OF GERMANTOWN

GERMANTOWN DIAMOND CLUB

Village President

President

Village Clerk

Secretary

Park & Recreation Director

Treasurer

APPENDIX A

Firemen's Park – Freistadt Field



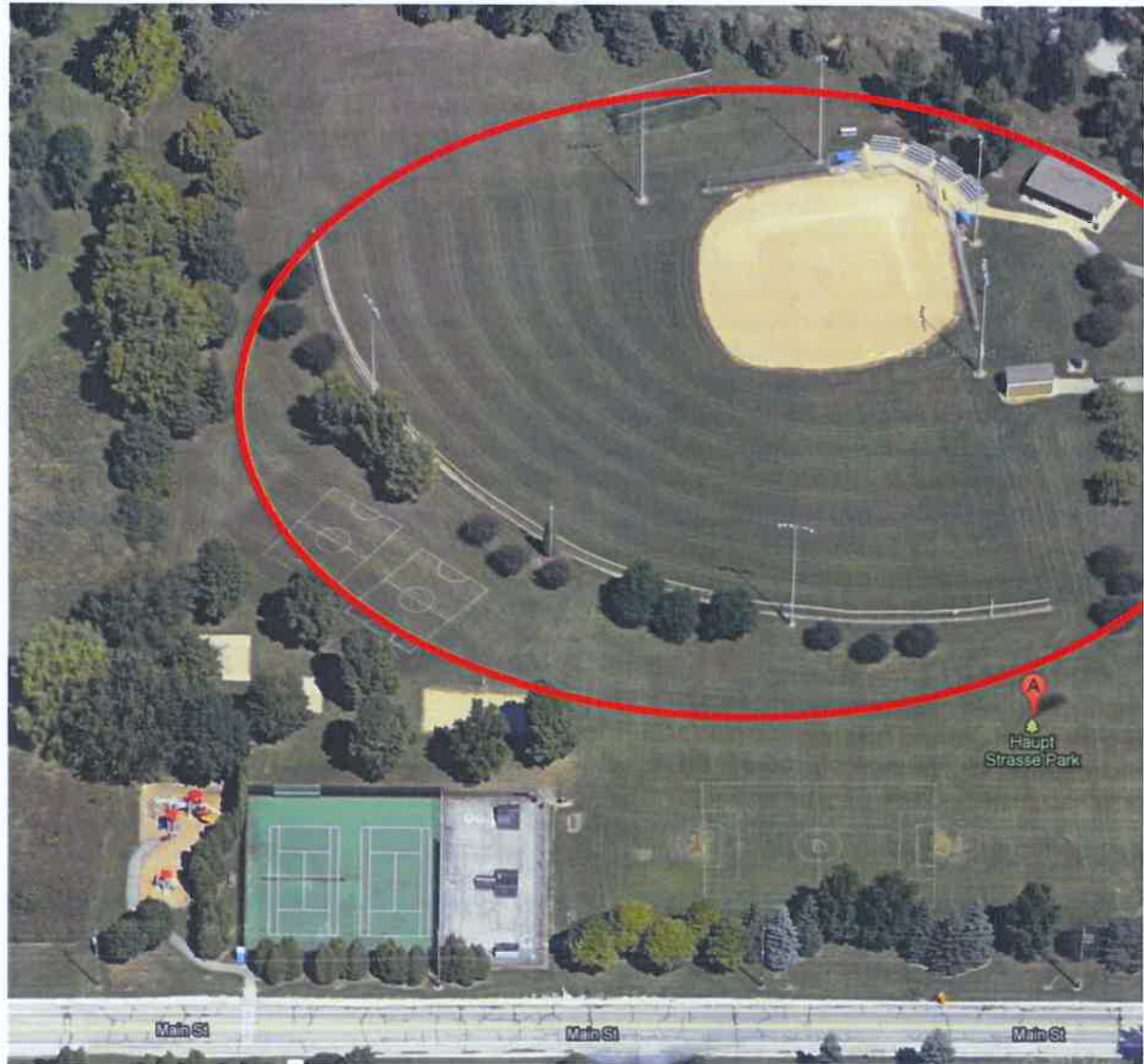
APPENDIX A

Kinderberg Park



APPENDIX A

Haupt Strasse Park





Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: October 19, 2016

To: Park & Recreation Commission

From: Mark Schroeder, Park & Recreation Director

Re: Germantown Hawks Field Usage Agreement

During the development of Friedenfeld Park, affiliate agreements were created between the Village of Germantown and community youth athletic organizations, including Germantown Hawks Football.

In March 2013, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 3-year agreement with Germantown Hawks Football. This agreement will expire on December 31, 2016.

Attached for your review and recommendation is a new 3-year agreement with Germantown Hawks for 2017-2019. This agreement is similar to the current agreement, with the additional reference to storage use. Appendix A defines the assigned field space.

A per participant fee of \$12 is incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the fields used by Germantown Hawks Football. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by Germantown Hawks Football, and the Village Attorney. Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.

Attachment: 2017-2019 Field Usage Agreement

FACILITY USAGE AGREEMENT

This agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN** (the "Village"), Washington County, Wisconsin and **GERMANTOWN HAWKS FOOTBALL** ("Hawks"), Germantown, Wisconsin:

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:**

The Village, for and in consideration of the covenants, agreements and conditions hereinafter stated, to be kept and performed by the Hawks Football League, hereby agrees to allow the Hawks to utilize the following premises for League games on the same terms and conditions the following described premises: Main Football Field, Field #2, Practice Field #3 and Practice Field #4 at Friedenfeld Park (See appendix A).

2. **RIGHT OF USAGE:**

The Village of Germantown Parks and Recreation Department will be in charge of scheduling the various sport fields located at Friedenfeld Park and will have priority in usage of the fields for recreation programs. The Hawks will be allowed to utilize the football field for games and practices from August through October of each year. If the Recreation Department offers a program during this three month period they will give prior notice to Hawks as to the dates of said usage. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The football fields may be utilized by the Village, in its sole discretion, for practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams ages 18 years and under.

3. **REPAIRS:** Hawks agrees that any repairs that need to be completed to the premises resulting from their use thereof shall be the sole responsibility of the Hawks Football, provided that the Village may, in its sole discretion, choose to complete any repair work on its own after providing cost estimates to Hawks prior to starting the work and invoice Hawks for the cost thereof. Such invoice shall be paid within 60 days of its issuance.

4. **TERMS:**

The term of this agreement is three (3) years and shall commence on January 1, 2017, and shall terminate on December 31, 2019 unless earlier terminated or renewed in accordance with this agreement.

5. **IMPROVEMENTS:**

It is understood and agreed that the premises will be used by the Hawks Football League for games, practices, storage, and related lawful uses and structures. The Hawks may, at its own expense, construct and install improvements and equipment on the premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed

by Hawks Football shall become property of the Village, while any non-permanent improvements shall remain property of Hawks.

6. **FEES:**

Germantown Hawks Football will assess a \$12.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. Routine maintenance will be performed according to the schedule outlined in Appendix B and shall be agreed upon by both the Village and Hawks.

7. **SPONSORSHIP:**

The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, Hawks shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.

8. **ASSIGNMENT AND SUBLETTING:**

The Hawk's Football League may not assign the usage of the football field or the premises or any part thereof to any other organization.

9. **COMPLIANCE WITH LAW:**

Hawks shall not commit any undue waste on the premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof. Hawks shall not be required to make any alterations, additions or improvements to the premises, except such as may be required with respect to any additions or changes undertaken by the Hawks Club on the football field.

10. **LIABILITY:**

Hawks, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. Hawks further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.

11. **ADJUSTMENT AND DEFAULT:**

This agreement may be adjusted at any time upon the mutual written agreement of the parties. Further, this agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that the Village has given written notice of such default to the Hawks Club and the Hawks has not corrected such default within thirty (30) days of receiving notice thereof. In such event the Village shall provide an alternate site for the duration of said event.

Entered into this ____ day of _____, **2016**

VILLAGE OF GERMANTOWN

Village President

Village Clerk

Park & Recreation Director

GERMANTOWN HAWKS FOOTBALL

President

Vice President

APPENDIX A

Friedenfeld Park Field Map



APPENDIX B

Hawks Football

Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf Maintenance - Hawks Football			
Maintenance	Recommended Frequency Per Yr	Cost Per Application	Total Cost Using Recommended Frequency
Aerating	1	\$309.00	\$309.00
Fertilizing	6	\$316.00	\$1900.00
Broadleaf Spray	2	\$237.00	\$474.00
Total Cost:			\$2,683.00

NOTE: Coverage figured for Main Field & Practice Field 2



Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: October 19, 2016

To: Park & Recreation Commission

From: Mark Schroeder, Park & Recreation Director

Re: Germantown Crushers Softball Field Usage Agreement

Attached for your review and recommendation is a 2-year agreement with the Germantown Crushers for 2017-2019. The Germantown Crushers are a new independent organization being started by resident Robb Wilson. Robb had previously coached boys baseball and girls softball as part of the Germantown Diamond Club. This agreement is similar to the agreements with other affiliate organizations. Appendix A defines the assigned field space.

A per participant fee of \$15 is incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the fields used by Germantown Crushers softball. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by Robb Wilson of the Germantown Crushers, and the Village Attorney. Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.

Attachment: 2017-2019 Field Usage Agreement

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village") and **GERMANTOWN CRUSHERS SOFTBALL**, Germantown, Wisconsin (the "User").

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize one (1) field at Firemen's Park (Freistadt Field), one (1) field at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for games and practices (the "Premises").
2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall be responsible of scheduling the various sport fields located at Freistadt Field, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields. The User will be allowed non-exclusive use of the fields for softball games and practices during their season (April – July). The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The fields may be utilized by the Village, in its sole discretion, for baseball or softball practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is two (2) years and shall commence on January 1, 2017 and terminate on December 31, 2018 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games, practices, storage, and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** User will assess a \$15.00 fee for each participant playing in their Club. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. The Village will charge the User for products (i.e. chalk, diamond dry, turf, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ____ day of ____, 2016

VILLAGE OF GERMANTOWN

GERMANTOWN CRUSHERS SOFTBALL

Village President

President

Village Clerk

Secretary

Park & Recreation Director

Treasurer

APPENDIX A

Firemen's Park – Freistadt Field



APPENDIX A

Kinderberg Park



APPENDIX A

Haupt Strasse Park





Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: October 19, 2016

To: Park & Recreation Commission

From: Mark Schroeder, Park & Recreation Director

Re: Deutschstadt Heritage Foundation Mai-fest 2017 – Review & Recommendation on use of Friedenfeld Park

In June, village staff were contacted by representatives of the Mai-fest Committee regarding potential community park locations for holding future Mai-fest celebrations. After 20 plus years of holding the event, the 2016 celebration had to be cancelled as the owners of the property along Mequon Road would not give approval for use of the site. The future for hosting the event at that location is doubtful at best.

A meeting was held at Friedenfeld Park to review and discuss preliminary options for siting of the approximately 90' x 210' main tent, as well as potential parking locations, electric service, and restroom facilities. Understanding the importance of the park to our community football, soccer, and baseball programs, we then met with these groups to gather input on how this celebration might impact the normal program schedules. The Germantown Soccer Club indicated the soccer game schedule could be modified to work with the Mai-fest schedule of events. Lastly, village staff and Mai-fest committee members met with WE Energies to discuss future electric service requirements to serve not only this festival, but also future park development as well.

At this time, the Deutschstadt Heritage Foundation would like to move forward with formally requesting use of Friedenfeld Park in 2017, with festival dates and times as follows: Friday, May 19th from 5:00 p.m. to 12:00 p.m., Saturday, May 20th from 11:00 a.m. to 12:00 p.m., and Sunday, May 21st from Noon to 8:00 p.m.

Staff is in favor of granting use of the park for this event, but recommends the commission review and discuss the following items as part of any motion that comes forth.

Park Hours – Section 21.05 of the municipal Code, Park & Recreation Commission approval is needed to extend park hours past the regular closing time of 9:00 p.m.

Conduct in Parks – Section 21.07 - Use and Sale of Alcoholic Beverages Regulated, Item1(b). Any person wishing to sell or dispense beer may do so in designated areas, and then only with

permission of the Commission, and by obtaining a fermented malt beverage picnic license from the Village Board.

Traffic Regulations – Section 21.14 – Driving and Parking in Authorized Areas. Items 1(a) & (b). No person shall drive or park any vehicle upon any part of the parks or parkways except the proper drives and parking areas. Vehicles normally shall be parked in designated parking areas. Parking along roads and drives may be controlled by appropriate signs.

The Mai-fest Committee should work with village staff on the event parking plan and approved locations for public and vendor parking to minimize any damage to the park. Further no parking is allowed on any athletic fields, or along Country Aire Drive.