

VILLAGE OF GERMANTOWN

N112 W17001 MEQUON ROAD

GERMANTOWN, WI 53022

MEETING: **PARK & RECREATION COMMISSION**

DATE AND TIME: **WEDNESDAY, February 16, 2022 at 5:30 p.m.**

LOCATION: **GERMANTOWN VILLAGE HALL BOARD ROOM
N112 W17001 Mequon Road**

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform (**Meeting number: 2551 384 7995 Password: HBerJb3tC38**) which can be accessed by phone at 408-418-9388 or by logging on at <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m47b83b33959a1d97b357bd99a85757f8>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

- I. **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.
- II. **ROLL CALL:**
- III. **APPROVAL OF MINUTES:** January 19, 2022
- IV. **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.
- V. **CORRESPONDENCE:**
- VI. **OLD BUSINESS:**
 1. Dheinsville Park Lease Agreement – Review & Recommendation
- VII. **NEW BUSINESS:**
 1. Date change for the March 23, 2022 meeting to March 16, 2022
 2. Kids Klub Summer 2022 Fees
3. **VILLAGE BOARD:**
4. **SCHOOL BOARD REPORT:**

5. **DIRECTOR'S REPORT:**

6. **ANNOUNCEMENTS OF PUBLIC INTEREST:**

The next Park & Recreation Commission meeting will be **March 23, 2022 @ 5:30 p.m.**
(subject to change)

7. **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
January 19, 2022**

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

ROLL CALL: Commissioners Leukert, Stapelman, Depies, Knop and Trustee Rep. Hudson and School Board Rep. Borden. Also present were Director Standridge and Secretary Lemke.

APPROVAL OF MINUTES: *Motion by Hudson, seconded by Borden to approve the minutes from November 17, 2022, as presented. Motion unanimously carried.*

PUBLIC INPUT: None

CORRESPONDENCE: None

OLD BUSINESS:

DHEINSVILLE PARK LEASE AGREEMENT - REVIEW: Jim Dix, President for the Germantown Historical Society has been in contact with Gil regarding a few additional changes they would like to see in the agreement. There is a "Pancake Haus" on the property, however the Village does not own it therefore it will not be included in the Lease Agreement. Also, the Historical Society does not own any vehicles nor have full-time staff only volunteers therefore they are questioning the Workmen's Comp insurance.

The Historical Society will need to add an "Umbrella Policy" for insurance coverage as well as Workmen's Comp for their volunteers.

The group would like verbiage added that the tenant shall be allowed full usage of the entire park, including the Dheinsville Muehl Festhalle during "Octoberfest" which is the last weekend in September.

School Board Rep. Borden question why doesn't the Historical Society filled out the rental paperwork like other user groups? Village staff puts a lot of hours into getting the facility ready therefore the Village should be recouping money from the group.

Commissioner Stapelman stated he feels tracking hours is ok, however recouping money from this Village wide event is not in the best interest of the Village.

Coulthurst stated that the group should be treated just like any other large event at the park and should have to pay to use the facility.

NEW BUSINESS:

GERMANTOWN JR. WARHAWKS FIELD USE AGREEMENT – REVIEW & RECOMMENDATION: The agreement is a 2-year agreement and is up for renewal. There are no changes to the agreement from the previous one.

Commissioner Knop questioned if this agreement is for tournaments as well as games. Gil stated the agreement includes both. The Village is paid \$3000.00 per year for this agreement. Previous years the Village billed Junior Warhawks for supplies used to prep the fields. Within the new agreement the Junior Warhawks are responsible for providing their own supplies.

Motion by Hudson, seconded by Depies to approve the agreement lease between the Village of Germantown and the Germantown Junior Warhawks as written. Motion unanimously approved.

VILLAGE BOARD REPORT: December 6 meeting a resident requested to have the “right hand” (facing West) side of the trails in Alt Bauer Park plowed. This section will not be plowed this year. The rest of the trail will be plowed. There was an ARPA Fund presentation which indicated that those funds cannot be used for land acquisitions, but recreational trails and paths are approved for these funds.

December 20 the Board approved the purchase of a new pickup truck for the DPW Parks Department.

January 17 meeting had an ARPA Fund listening session. The Village Board is to listen to the suggestions and make the final decision. At this time, the only group discussion at this time has been expanding the Germantown Library. With that expansion they are looking at \$300,000.00 - \$400,000.00.

Stapelman mentioned he would like to see the trail at Spassland Park plowed.

Borden would like to see if Friedenfeld Park could be groomed for walking/snow shoeing.

Phil stated that lack of equipment, cost and priorities are limited for plowing/grooming the parks.

Depies stated that other area communities do not clean their trails either.

Motion by Knop, seconded by Depies to add “School Board Report” to the agenda. Motion unanimously approved.

SCHOOL BOARD REPORT: Borden stated schools are staying open at this time with no mask mandate. A new Director of Curriculum will soon be selected. There will be one School Board meeting a month and one combined committee meeting a month. The Buildings/Grounds committee is looking for a committee member for the board. All 3 Board member seats are open and running opposed. There is currently a lot of behavior issues in our schools.

DIRECTOR'S REPORT:

Tree City USA application and Recertification

I recently filled out the application so that the Village of Germantown can be recertified as part of Tree City USA and Arbor Day celebration. I was contacted by Tara Tarantino of the Department of Natural Resources that all materials required were submitted and I should be hearing back from the committee soon. Being certified thru Tree City USA has some advantages. It helps when applying for grants. Tree City provides educational materials that are helpful and well as offer trainings for staff and volunteers.

Tree City USA and Arbor-day go hand in hand. This year Germantown will be celebrating Arbor Day on Friday April 22nd. Not all plans are in place, however Parks and Recreation, DPW, and Wachtel tree services will be hosting Rockfield Elementary as part of the tree planting ceremonies. Tara Tarantino, 5th grade teacher from Rockfield reached out to me back before Christmas wanting to be part of a Parks and Recreation Project. Three fifth grade classes from Rockfield will be participating in this year's ceremony. The initial plan is to have a tree planting ceremony at Rockfield Elementary where their administrators can participate, then the 5th graders will be bussed to a park, TBA, to have another tree planting ceremony with Village of Germantown Administrators and this commission if they wish to participate. After the ceremony I will have planned about an hours' worth of a work project for the students to participate in. Afterwards hope to have lunch and then possibly some games the Recreation staff will plan. Leading up to Arbor Day the fifth-grade teachers participating will teach some educational lessons provided by Tree City USA.

Corp Plan 2021-2026

I met with the Planning Commission at their December Commission (December 12) meeting and gave an overview of the Comprehensive Outdoor Recreation Plan as well as a power point presentation. I asked that the CORP plan being included in the Planning & development Comprehensive 2050 Plan, and the Commission voted on and agreed unanimously to accept the CORP plan and make part of the 2050 plan. I then took the Plan to the Village Board Meeting on December 20th meeting and made a presentation and they also voted unanimously to accept the CORP plan. However Unless I am able to use some impact fees or request and receive dollars thru the ARPA plan funding may be minimal.

I have a meeting set up with the DNR, SEWRPC, and Washington County on January 19th to discuss State and Federal Grant opportunities for Trail grants.

I am still waiting on a legal ruling from the Village attorney Brian Sedjak on if I can use our impact fees already in my budget to use consultants to look at our trail system to see how we can expand and give an estimate of costs.

4th of July Celebration

The Kiwanis Organization has been instrumental in planning, coordinating, and overseeing the 4th of July celebration and fireworks in Germantown for years. Well last Fall they spoke to Dean Wolter and told them that they no longer wanted to be in charge of this event. So, Dean Wolter has decided to put together a committee of individuals willing to organize the 4th of July events. The Village has come up with \$8,000 for fireworks and are reaching out to sponsors for more capitol to have fireworks display as well as other events that day. The Kiwanis will be asked to contribute even if they aren't part of the coordination.

The Village Administrator Steve Kreklow ask me, representing Parks and Recreation to be on this committee and I accepted. I believe that Mr. Wolter is taking his proposal before the Board at the January meeting and if approved he will form a committee and I am guessing we will start having conversations very soon.

I am reaching out to this commission and asking for volunteers to serve on this committee. If you have contacts that you think might want to volunteer and assist, please let us know and I will be glad to reach out to them.

Recreation Division Report January 19, 2022, Commission Meeting

We have 42 programs starting/ongoing in January and include: Bucketeers, 1st/2nd Grade Buckets, Hoopsters, Mini Poms, Poms, Power/Pixies/Spark Poms, Tae Kwon Do, Yoga, PULSE, Sporties for Shorties, Barre Fitness, Barre Fight Express, Kids Choir, Kalahari Trip, Indoor Tennis, Afterschool Volleyball (3 sites), Afterschool Legos (4 sites), Learn to Skate, Into to Hockey, Archery, Oodles of Art, Henna, Babysitters Training, Preschool playgroup (2 age groups), Story Stretchers, Tot Open Gym, Youth & Little Tykes Martial Arts, Music Fun, Music Fun Families, Music Fun Babies, Old Family Photos & the Digital Age, Irish Dance and Tot Workshop Whimsical Make Believe. Ongoing programs are Men's Open Basketball, Pickleball, Monday CoRec Volleyball League, Thursday Women's Volleyball League, Kids Klub (5 sites). Programs cancelled due to low enrollment: Pilates Mat, Watercolor Painting, Archery Level 2 (but Level 1 had a huge wait list, so we changed Level 2 to Level 1 class to accommodate the wait list)

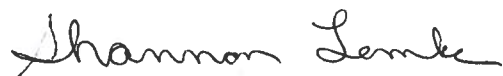
Upcoming events include the following:

Family Scavenger Hunt: We have 70 people enrolled and 2 boxes turned in so far. We can't wait to see who collected the most items!

Snowman/Snow Creature Building Contest: We are looking for the best snowman/creature builders in the Village. To enter they simply have to pre-register and submit a photo of their masterpiece with the builder standing by it. Deadline to submit photos is Feb. 21st. We look forward to seeing the creative entries!

ANNOUNCEMENTS OF PUBLIC INTEREST: The next meeting is scheduled for February 16, 2022

ADJOURNMENT: There being no further business, the meeting adjourned at 6:17 p.m.



Shannon Lemke
Park & Recreation Secretary

Dheinsville Park Lease Agreement

This Lease ("Lease") is made and entered into this 1st day of January 2022 (the "Commencement Date"), by and between the Village of Germantown, a municipal corporation of the State of Wisconsin (the "Landlord"), and the Germantown Historical Society, Inc., a Wisconsin non-profit organization (the "Tenant").

1. **Premises.** The Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by the Tenant, hereby leases and demises to the Tenant and the Tenant leases from the Landlord the historical structures within Dheinsville Park located at N128 W18780 Holy Hill Road, Germantown, Wisconsin (the "Premises"), as more specifically shown on the Site Plan attached hereto as Exhibit A (the "Site Plan").

2. **Term.** This Lease shall commence on the Commencement Date and shall terminate on December 31, 2027, unless earlier terminated or renewed as provided for herein (the "Term"). Provided that Tenant is not in default under this Lease, and that this Lease has not been terminated as provided for hereunder, the Term of the lease shall automatically extend for two additional five-year terms.

3. **Rental.** The Tenant shall pay One Dollar (\$1.00) per year during the Term of the Lease. The first such payment shall be payable upon execution of this Lease, and each such subsequent payment shall be made on or before the first day of each calendar year during the Term commencing on January 1, 2022 and each year thereafter. All Rent and other payments required by this Lease shall be made to the Village's Clerk-Treasurer at N122W17001 Mequon Road, Germantown, WI 53022. The Rent and other payments shall be paid to the Landlord without notice or demand and without abatement.

4. **Condition of Premises.** No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Premises, or as to the use that may be made of the Premises. In no event shall the Landlord be responsible or liable for any defect in the Premises or for any limitation on its use.

5. **Taxes.**

A. **Real Estate Taxes.** Tenant and Landlord expect that the Premises will be exempt from real property taxation by virtue of the ownership and use of the same. In the event that the Premises are not exempt from real property taxation, either party may terminate this Lease provided that in all events, Tenant shall pay any real estate taxes imposed. Tenant shall have the right to contest or review all or any real estate tax assessed against Tenant by legal proceedings.

B. **Other Taxes.** The Tenant shall pay all personal property, sales and use taxes due as a result of the operations conducted at the Premises and, in addition, all license, permit, occupational and inspection fees assessed or charged against the Premises by reason of the Tenant's use or occupancy of the Premises during the entire Term of this Lease. The Tenant shall hold the Landlord harmless from any loss, damage, or expense arising out of or by reason of any charges specified herein.

6. Licenses. The Tenant shall obtain, pay for and keep current, all permits and licenses necessary for the operations contemplated herein and covenants not to violate any of the terms thereof, and agrees to hold the Landlord harmless from any costs resulting from failure by it to comply therewith.

7. Use of Premises; Non-Discrimination.

A. Prohibited Activities. The Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or the Land, or do or permit anything to be done on the Premises or the Land, in any manner (i) which causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (ii) which constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies; or (iii) which impairs or tends to impair the proper economic maintenance, operation and repair of the Premises and/or its equipment, facilities or systems.

B. Non-Discrimination. Neither Landlord nor Tenant shall discriminate against any employee, applicant for employment, customer, visitor, or the like, because of race, color, national origin, age, gender, or handicap.

8. Repairs and Maintenance.

A. Tenant Obligations. The Tenant shall not cause or permit any waste, damage or injury to the Premises beyond ordinary wear and tear. Tenant shall not make any major interior, exterior, or aesthetic alterations to the Buildings without first obtaining the written approval of the Landlord on each occasion, which approval shall not be unreasonably withheld. The Tenant shall be responsible for: (i) bearing any and all associated costs for any part of the Premises needing repairs or maintenance as a result of intentional or negligent conduct on behalf of the Tenant; (ii) any and all costs associated with any event the Tenant holds on the Premises; and (iii) restoring the Premises to clean and good condition including but not limited to janitorial services, litter control, and garbage removal following any event hosted by the Tenant.

B. Landlord Obligations. Landlord shall at its cost and expense make all repairs and maintenance to the interior, exterior and structural components of the Premises including but not limited to the plumbing, electrical, heating, ventilation and air conditioning systems, water, sewer, roof, foundation and other structural or mechanical components of the Premises, and any sidewalks and other paved or concrete areas adjacent to or leading to the Premises.

9. Indemnification & Liability. Each party shall indemnify and hold the other harmless from all loss and damage occasioned by the negligent use or maintenance of the Premises, or by any nuisance made or suffered on the Premises, to the extent that each is responsible therefore whether pursuant to its obligations hereunder, or as a result of any negligent or intentional act by such party, its servants, agents, employees, licensees or invitees. Notwithstanding the foregoing, under no circumstances shall the Landlord, nor any agent or employee of the Landlord, be liable for (a) loss of or damage to any property of the Tenant, or

of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, heat, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from any part of the Premises or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by other occupants or persons in the Premises or by construction of any private, public or quasi-public work, or (e) any latent defect in the Premises. Nothing contained within this Lease is intended to be a waiver or estoppel of the Landlord or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Landlord or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

10. Assignment, Subletting and Mortgages. Tenant shall not assign nor sublet the whole or any part of the Premises without Landlord's prior written consent in each instance, which consent may be withheld at the sole discretion of Landlord.

11. Insurance.

A. Tenant's Insurance. During the Term, Tenant shall procure and maintain at its sole expense appropriate levels of insurance coverage to include worker's compensation, commercial general liability, hired and non-owned auto liability, umbrella liability and/or renters or contents insurance. Tenant shall not use or occupy the Premises until proof of insurance required has been provided in writing to Landlord. Tenant shall provide Commercial General Liability and Umbrella Liability insurance for its activities on the Premises, and may, in Tenant's sole discretion, obtain Property Insurance as follows:

i. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

a. Each Occurrence limit	\$1,000,000
b. Personal and Advertising Injury limit	\$1,000,000
c. General aggregate limit (other than Products-Completed Operations) per location	\$2,000,000
d. Products-Completed Operations aggregate	\$2,000,000
e. Fire Damage limit - any one fire	\$50,000
f. Medical Expense limit - any one person	\$5,000

ii. Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$1,000,000 each occurrence and \$1,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by Landlord.

iii. Applicable Requirements and Provisions for Liability Insurance

a. Primary and Non-contributory requirement. All insurance must be primary and non-contributory to any insurance or self-insurance carried by Landlord.

b. Acceptability of Insurers. Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

c. Additional Insured Requirements. The Village of Germantown, and its officers, council members, agents, employees, and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of leased premises. The Commercial General Liability, and Umbrella Policies shall include the above-named parties as additional insured using ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalents. Coverage must include "joint negligence" coverage. The Commercial General Liability general aggregate limit must apply "per location". This additional insured requirement does not apply to Worker's Compensation/Employer liability coverage.

d. Waivers of Subrogation. All Tenant liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Germantown, its officers, council members, agents, employees, and authorized volunteers.

e. Deductibles and Self Insured Retentions. Any deductible or self-insured retention in the lessee's policy must be declared to the Landlord and satisfied by the Tenant.

f. Evidences of Insurance. Prior to using or occupying the leased premises the lessee shall file with the Landlord a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's authorized representative evidencing the coverage required by this agreement. All additional insured forms must be attached to the certificate of insurance. The Commercial General Liability "per location" form must also be attached to the certificate of insurance or shown on the certificate of insurance.

g. Limits and Coverage. The insurance requirements under this Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Tenant under this Lease.

h. Claims Made Coverage. If any coverage is maintained on a claims-made basis, the following shall apply:

(i) The retroactive date must be shown, and must be before the date of this Lease.

(ii) Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of this Lease.

(iii) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Lease, Tenant must purchase an extended reporting period for a minimum of three years after completion of this Lease.

i. [Intentionally Deleted]

j. Cancellation/Non-Renewal. No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Landlord, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

iii. Tenant, in its discretion, may maintain Property Insurance ("renter's insurance" or the like) on their owned, leased or borrowed personal property (including property of employees) and personal property in the care, custody and control of the Tenant that is kept, stored or maintained on the Premises. The Landlord shall not be liable for any damage, loss, loss of use, or extra expense to such property including business income from any cause whatsoever, including theft, fire or flood damage, and environmental hazards.

B. Landlord Insurance. Landlord agrees to maintain building insurance for the structures on the Premises, and insurance against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies, in amounts not less than the replacement value of the improvements thereon. Such insurance shall not cover Tenant's property, which shall be Tenant's sole responsibility as provided for above.

12. Compliance with Laws. The Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Land and the Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, and other organizations establishing insurance rates; and (c) not suffer, permit, or commit any waste or nuisance.

13. Fire or Casualty. In the event the Premises are partially or totally destroyed by fire or other casualty, this Lease shall immediately terminate with no continuing obligations on the part of either party.

14. Eminent Domain. In case all or part of the Premises is taken by the exercise of the power of eminent domain or similar authority by whatever name called, then this lease shall immediately terminate with no continuing obligations on the part of either party. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant.

15. Security. The Tenant shall have the option for providing a reasonable level of security for the Premises, considering the nature of the events and activities conducted at the Premises and incur all liability as a result of failure to provide a reasonable level of security. Tenant shall be responsible for payment of all costs and expenses related to security.

16. Access to Premises.

A. Inspection. The Landlord shall have the right to enter upon the Premises at reasonable times upon reasonable notice, or at any time during an emergency, for the purpose of maintaining the Premises and/or inspecting the same for compliance with this Lease.

17. Default.

A. Tenant's Default. This Lease is on the condition that: (i) if Tenant shall default in the performance of any of its obligations hereunder, including the payment of rent, and if such default shall continue for ten (10) days after written notice from Landlord designating such default, or (ii) if any assignment shall be made by Tenant for the benefit of creditors, or (iii) if Tenant's leasehold interest shall be taken on execution, or (iv) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U. S. Code is filed by Tenant or if such a petition is filed against Tenant and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter declare this Lease terminated and the Term ended and may exercise all remedies available under Wisconsin Law.

B. Landlord's Default. If Landlord defaults in the performance or observance of any agreement or condition contained in this Lease to be performed or observed by it, and does not cure such default within a reasonable time under the circumstances, but in no event more than thirty (30) days after notice in writing from Tenant specifying the default (or does not commence such cure within said period and thereafter prosecute same to completion with due diligence), then tenant may, as its sole available remedy, terminate this lease and vacate the premises without further obligations hereunder.

18. Attorney Fees. The Landlord and/or Tenant shall, upon success, be entitled to reasonable attorneys' fees in the event that either of them shall retain an attorney to enforce the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the other party to be performed.

19. Quiet Enjoyment. The Landlord hereby warrants that it has full authority to execute this Lease and agrees that the Tenant, upon paying rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises during the Term hereof, subject to all existing easements, restrictions and covenants of record.

20. Use of Surrounding Park. Landlord and Tenant acknowledge that the Premises are contained within Dheinsville Park (the "Park"), a publicly accessible park maintained by the Village. Use of the Park shall be as follows:

A. The Tenant shall generally have the right to utilize the Park to allow for parking and access between the various buildings that make up the Premises.

B. Landlord shall have the right to utilize all areas of the Park, including areas immediately surrounding the Premises, at all times except as provided in Paragraph C below. Explicit in this right includes the ability to host community events within the Park which may prohibit access to the Premises. Any such event shall require at least 60- day's notice to Tenant. Further, Tenant acknowledges that certain events including the Landlord's rental of the Dheinsville Festhalle to third parties and/or sporting activities (e.g., soccer) within the Park may conflict with Tenant's access to the Premises including limiting parking availability.

C. In addition to the use of the Premises during the Term, this Lease shall allow the Tenant the exclusive use of the full Park, including the Dheinsville Festhalle, from the Monday prior to the Oktoberfest event till the Wednesday after the Oktoberfest event, for the annual Oktoberfest event over the last full weekend of September. The use of the Park is included in the rent called for under this Lease. In addition the scheduling office will not schedule any type festivals or competing type events two weeks prior to the Oktoberfest event. However, the Landlord reserves the right to require additional or increased insurance coverage from Tenant during this event.

21. Entire Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Land and becomes effective as a lease only upon execution and delivery thereof by the Landlord to the Tenant.

22. No Waiver. No waiver of default hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Partial Invalidity. The invalidity or unenforceability of any provision hereof in a particular instance shall not affect or impair any other provisions or that provision in other instances.

24. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, overnight delivery service or personal service directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Notices shall be effective when received by the designated party.

Notice to the Landlord and the Tenant shall be as follows:

Landlord: Village of Germantown
N112 W17001 Mequon Road Germantown, Wisconsin
53022
Attn: City Administrator

Tenant: Germantown Historical Society
Post Office Box 31 Germantown, WI 53022
Attention: President

25. No Mechanic's Liens. The Tenant shall not allow any mechanic's or materialmen's liens to stand against the Land or the Premises relating to work performed at the request of the Tenant. All work shall be done in a good and workmanlike manner employing materials of good quality. The Tenant shall hold the Landlord harmless and shall indemnify the Landlord for all injury, loss, claims or damages to any person or property occasioned by or growing out of said work and for all costs therefor.

26. Performance. In the event the Landlord or Tenant fails to perform any of its obligations or pay any amounts that is its responsibility to perform or pay hereunder, the other party shall be permitted, but shall not be obligated, to perform or pay the same and bill the party who failed to perform or pay. The nonperforming party shall reimburse the other party upon demand.

27. Holdover. In the event the Tenant remains, with the consent of the Landlord, in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Tenant shall be deemed to be occupying the Premises as a Tenant on a month-to-month basis. All other obligations contained herein shall continue to be applicable to such month-to-month tenancy

28. Termination. Notwithstanding any other provision of this Lease, this Lease may be terminated at any time by either party upon not less than sixty (60) days written notice to the other party.

29. Force Majeure. The Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond the Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war,

war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, inability to obtain any material services or financing or through acts of God.

30. Headings. The headings of the several Paragraphs contained herein are for convenience only and do not affect or impair any other provision.

31. Governing Law. This Lease shall be interpreted and governed under the laws of the State of Wisconsin and Washington County shall be the forum for any litigation hereunder.

32. Binding Effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

In Witness Whereof, the parties hereto have caused these presents to be duly executed on the date first above written.

[LANDLORD SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]

Landlord:

VILLAGE OF GERMANTOWN

By: _____

Name Printed: Dean M. Wolter

Its: President

Attest: _____

Name Printed: Deanna Braunschweig

Its: Clerk Treasure

STATE OF WISCONSIN)

) ss.

COUNTY OF WASHINGTON)

Personally appeared before me this ____ day of March, 2022, the above-named Dean M. Wolter and Deanna Braunschweig, the President and Clerk Treasurer, respectively, of the Village of Germantown, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said 10 municipality.

Print Name: _____

Notary Public, _____ County State of Wisconsin

My commission: _____

Approved as to Form:

Brian C. Sajdak,
Village Attorney

[TENANT SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]

Tenant:

GERMANTOWN HISTORICAL SOCIETY

By: _____

Name Printed: _____

Its: _____

Attest: _____

Name Printed: _____

Its: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

Personally appeared before me this ____ day of March, 2022, the above-named _____ and _____, the _____ and _____, respectively, of the Germantown Historical Society, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation. Print Name: Notary Public, _____ County State of Wisconsin My commission:

Print Name: _____

Notary Public, _____ County

State of Wisconsin

My commission: _____



Germantown Park and Recreation Department

N112W17001 Mequon Rd

P.O. Box 337

Germantown, Wisconsin 53022-0337

(262)250-4710 Fax (262)255-2920

Information Line (262)250-4711

February 10, 2022

To: Park & Recreation Commission

From: Katie Rodger, Recreation Supervisor

Re: 2022 Summer Kids Klub Fees & Charges

Summer Kids Klub registration is scheduled to begin in early March. Prior to this happening, fees and program information needs to be updated in the system, as well as in all promotional materials.

Due to program cost increases, including the seasonal salary pay ranges, staff is proposing to increase the fees for 2022 Summer Kids Klub.

	Current Fees (Summer 2021)		Proposed Fees (Summer 2022)	
	1 st Child	Each Additional	1 st Child	Each Additional
Early Bird Non-Field Trip	\$23.00	\$18.00	\$24.00	\$19.00
Early Bird Field Trip	\$29.00	\$24.00	\$30.00	\$25.00
Non-Field Trip	\$28.00	\$23.00	\$29.00	\$24.00
Field Trip	\$34.00	\$29.00	\$35.00	\$30.00

Directors Report:

Requested Roll over monies:

1. I have requested that the \$15,000 Capitol improvement that was budgeted for 2021 for the feasibility study of Kinderberg park splashpad and playground be rolled over to 2022.
 - A. The study will include improvements needed to the pump house and splashpad to keep it functional for several years. Over the past few seasons DPW has spent thousands of dollars replacing pumps, water lines, valves etc, and keep peace mealing the pump room together.
 - B. The study will also involve replacing the playground equipment in the park. All the other parks in Germantown playground equipment has been replaced in the last couple of years. Kinderberg playground is the last playground to be replaced. Current playground equipment is over 20 years old. Different styles of equipment can be shown to the public for input.
2. I have requested out of Program Supplies & expense to roll over \$10,000 to have our RecTrac computer program hosted by Vermont Systems. We are currently using their RecTrac program, which costs the department \$5100 a year. Having Vermont Systems host our RecTrac will give us a better back up system instead of relying on the clouds, and we won't have to worry about the system shutting down as it typically does on weekends. Also being hosted by Vermont Systems is the company will install updates in the system automatically where as now we have to do that internally.
3. I have requested \$1800 rolled over out of the Senior Program expense. These dollars will cover the cost of a six person "player" comedy team from Comedy Sportz Club to perform at the Senior center in August. This program will be a combination Supper and Show with beer and wine (being sold) served. Tickets will be sold between \$20 to \$25 each. The supper will be a catered event. This program was one as the Director I added to the Senior Center in hopes of attracting more Baby boomers. This was not budgeted for in the 2022 budget originally. I am hopeful to sell 100 tickets which will generate revenue for the center.

Greenspan:

1. MMSD (Milwaukee Sewer District) is interested in purchasing 10 acres of the Lamm Property off the Goldendale Creek between Freistadt Rd and Maple road. MSW would then let the Germantown Village develop a trail system thru this area
2. MMSD is also interested in purchasing 34 acres of the Weidman Property where a trail system could be developed by the Menomonee River, allowing canoe/kayak access to the river.

Forestry:

1. Watchel tree service was approved by the board to be the official tree consultants that helps with EAB treatment, tree planting, recommendation on trees to plant, care, maintenance and pruning of trees, does training to DPW staff that maintain the trees, and they assist with grants, arbor day, and education programs for arbor day participants.

2. Scott Anderson, DPW, will be getting RFP's out in early March will help give time to attract a decent amount of contractors. Nathan Schuettpelez from Watchel Tree Service will prepare 2022 specs based on the previous numbers from the 2020 treatment class, which should prepare a fairly reasonable estimate. He will have those updated specs to Scott by Friday, March 4. Following the presentation and award in mid-April, we will field verify the correct treatment trees, update measurements, and physically mark the trees with green paint. That updated information will be provided to the selected contractor by April 29, allowing them the opportunity to treat trees through May/early June. This process and these timelines mirror how we have approached this work in the past.

Turf Management:

Meeting with Matt Seban, our turf specialist next week to go over a turf management plan for our parks and ball fields. Includes fertilization, weed control.

Library Programs:

1. Cara Reimer , Outreach Specialist from Germantown Library, wants to work with Parks and Recreation on creating more book programs outside of the library.
 - a. Mobile Library- They are launching a mobile Library in May in which they are targeting Richfield and Jackson Communities. But they also want to bring the Mobile Library into our parks and the Senior Center. Work with our summer Kids club program, and create a book club at the Senior Center as well as add books to the library.
 - b. Cara would also like to Adapt the Library at the Bell Museum at Dheinsville Park. They would like to go in and clean the library up and her husband is a contractor and he volunteered to do repair work in the library for free. They would like to organize the library and start programs that would attract more visitors.

Programs:

1. Katie Rodger and I have been working on putting together the Music At the Pavilion program this summer. Looking at possibly 7 dates, from July 7th thru August 25th on Thursday nights. Working on trying to line up popular local bands such as Rebel Grace, and Mike Tool Shed Band. Plan to have a beer garden and bring in food vendors as well. This program has seen considerable growth over the past couple of summers
2. I am working with Mary Fiegle, Sr. Center Coordinator on having a Dinner/Comedy night at the Senior Center. Will sell tickets, hoping to draw 100 participants. The Dinner will be catered, and the comedy club is Comedy Sportz Club out of Milwaukee. August 12th (Friday) is our target date. Dinner will be served at 6pm with the show starting at 7pm for a 75 minute comedy show. Have approached the Kiwanis about doing the Beer/wine sales for us. Must be 21 to purchase a ticket (or attend). Hoping to draw Baby Boomers though tickets won't be restricted to that age group.

Youth Organization:

Met with the Germantown Youth Soccer association. These were positive comments made by Justin Latham, President of the Soccer Club

“From the soccer club view, I can share general improvement ideas. What we are looking for is how could we possibly engage with Graef to simply conceptualize what a layout of the soccer fields at Friedenfeld could be with a 3-10 year plan in mind. How we would we phase such improvements? What would timelines look like and estimates of the infrastructure costs? What would GSC need to fund and what could be supported by the village? This is all high level, but with such concepts and estimates, our club could start to prioritize and draft campaign plan options. Starting the dialogue is the goal near term.”

So what are potential improvements?

- Electric run to the soccer field (current location of shed or thereabouts.
- Running water / bathrooms (this could be a greater Friedenfeld opportunity that all users of the park could benefit from.
- Fill in “bowl” to NW side for field expansion- Could move P & R Pee Wee and Youth Six soccer program to the “bowl”
- Storm shelter and/or concession structure
- Drainage improvements
- Future turf field (one 11v11 field)
- Indoor “pole building” for indoor fitness and small Sided training (this is aspirational, but more beneficial to us than a turf field in near-term)
- Creating a second entry/exit into and out of the park for the volume of traffic

I am currently trying to set up a virtual meeting between soccer and Craig Huebner and his GRAEF team to begin the conversation.

Recreation Division Report February 16, 2022 Commission Meeting

We have 38 programs starting in February and include: Youth & Little Tykes Martial Arts, Tae Kwon Do, PULSE, Yoga, Babysitters Training, Fire Fighters are Your Friends, Smartphone video editing, Acrylic Painting, Birdhouse Painting, Parent Child basketball, Stream Sampler – School Day off, Cupcake Decorating, Learn to decorate with frosting, Music Fun, Music Fun for Families, Kids Cuisine, Ukulele, Oodles of Art, Knitting 101/102, Crochet 101/102, Basic First Aid for Kids, CPR/AED, Girls Softball Hitting Clinic, Sweetheart Party for Tots, Tot Time, Selling your Home, Cutting the Cord-Controlling Cable & Internet Costs, Mad Science Afterschool Program (3 sites), Mad Science Slime Camp, Tot Workshop – Fizz, Pop, Brew, Zumba, Middle Eastern Dance, The Camera in your Smartphone, and Snowman/Snow Creature Building Contest.

Our 25 ongoing programs are: Irish Dance, Men's Open Basketball, Kids Klub (5 sites), Bucketeers, 1st/2nd Grade Buckets, Hoopsters, Mini Poms, Poms, Power/Pixies/Spark Poms, Sporties for Shorties, Barre Fitness, Afterschool Volleyball (3 sites), Afterschool Legos (4 sites), Learn to Skate, Learn Hockey, Preschool playgroup (3 groups), Story Stretchers, Pickleball.

Programs cancelled due to low enrollment: Knitting 101, Beginning Guitar, Essential Oils, A Healthy You Workshop

Upcoming events include the following:

Easter Egg Hunt: Saturday, April 2nd at Firemen's Park starting at 11:00 a.m. sharp. We could use some volunteers for that day, arrive at Sr. Center at 10:00 a.m. to help hide eggs, hunt is at 11:00 a.m. by 11:30 a.m. we should be cleaned up.