

MEETING:	REGULAR MEETING OF THE PARK & RECREATION COMMISSION
DATE AND TIME:	Wednesday, June 28, 2023 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **APPROVAL OF MINUTES:**
 - A. May 17, 2023
- IV. **PUBLIC INPUT:**
- V. **CORRESPONDENCE:**
- VI. **OLD BUSINESS:**
 - A. Kinderberg Feasibility Study, Playground - Update
 - B. GRAEF Consultants - Trail Master Plan - Update
 - C. Facility Usage Agreement - Hat Trick Enterprises Inc., Germantown Soccer Club - Discussion & Approval
- VII. **NEW BUSINESS:**
 - A. Sprayground - Discussion
 - B. IGA (Intergovernmental Agreement) with Germantown School District for Facility Usage - Discussion
 - C. Special Request for Brochure Funding - Discussion & Approval
- VIII. **VILLAGE BOARD REPORT:**
- IX. **SCHOOL BOARD REPORT:**
- X. **DIRECTOR'S REPORT:**
 - A. Report:
- XI. **ANNOUNCEMENT OF PUBLIC INTEREST:** *The next regularly scheduled Park & Recreation Commission meeting will be July 19, 2023 @ 5:30p.m.*
- XII. **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 Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE PARK & RECREATION COMMISSION
DATE AND TIME:	Wednesday, May 17, 2023 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

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

Nominate Stapelman as Chair Pro-Tem

Motion: Approve

Motioned By: Steve Stapelman

Seconded By: Phil Hudson

Yes: Phil Hudson, Russell Ewert, Steve Stapelman, Don Eby

No: None

Abstain: None

- II. **ROLL CALL:**

Steve Stapelman, Don Eby, Phil Hudson, Russell Ewert were all present.

Brian Depies was excused.

- III. **APPROVAL OF MINUTES:**

A. April 19, 2023

Approval of minutes

Motion: Approve

Motioned By: Phil Hudson

Seconded By: Russell Ewert

Yes: Phil Hudson, Russell Ewert, Steve Stapelman, Don Eby

No: None

Abstain: None

- 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.*

Matt Bell, W146 N10733 Monroe Ct.

V. CORRESPONDENCE:

VI. OLD BUSINESS:

A. Kinderberg Feasibility Study, Playground - Update

Gil to go back to Lee Recreation asking them to submit another proposal for \$400,000.00 and then take the proposals to the Village Board for their decision.

Motion: Approve

Motioned By: Phil Hudson

Seconded By: Russell Ewert

Yes: Phil Hudson, Russell Ewert, Steve Stapleman, Don Eby

No: None

Abstain: None

Gil went over the options that were submitted by each playground company.

Kompan bids were \$551,720.98, \$549,925.83, and \$558,672.52

Midwest Playscapes bids were both \$300,000.00

Minnesota/Wisconsin was \$250,000.00

Lee Recreation were \$324,350.00 and \$274,183.00

Gil stated the swingset posts have been inspected and are in excellent condition.

Therefore, I would not replace them and spend the funds on additional equipment.

Concrete curbing around the turf with 2 concrete entrances instead of a 4ft concrete sidewalk is \$24,000.00 less.

Hudson stated that he wants to make sure the project is completed the right way from the beginning. We may need to delay the project and find an additional \$200,000.00.

Gil stated that there are additional projects in the coming years that need to be done at Kinderberg as well, where we will be asking the Village Board for funding. We are currently working on the Trails for the Village of Germantown.

B. GRAEF Consultants - Trail Master Plan - Update

Mark Schroeder was in attendance

- Many joint pursuits to benefit Germantown with connectability to existing Menomonee Falls trails.
- Hwy 145 from Hwy G to Pilgrim Road to accommodate sidewalks for walking(off street) and bike paths.

- Request WI DOT to look north of Freistadt Road for both on street and off-street side paths to Holy Hill Road.
- On Donges Bay Road and East of Washington Dr., a crosswalk will be installed to the south with a sidewalk on the south side of the road that is 5ft wide to Wausaukee Rd. along with paved shoulders on both sides of the road wide for bicycles.
- Holy Hill Road to Goldendale has a 10ft wide side path on the south side of the road, and hopefully continues to Hwy 145/Fond du Lac Avenue.
- Freistadt Road currently has bike lanes from Homestead Hollow Park to River Lane. Continuing the path east on Freistadt would connect to the Inter-Urban trail into Mequon.

VII. NEW BUSINESS:

A. LWCF Compliance Discussion & Approval

Change facility reservation opening dates for Haupt Strasse and Spassland Park Shelters to Non-Residents to the same as Village Residents.

Motion: Approve

Motioned By: Phil Hudson

Seconded By: Don Eby

Yes: Phil Hudson, Russell Ewert, Steve Stapleman, Don Eby

No: None

Abstain: None

Gil presented an overview of what is expected of the Village from the Land and Water Conservation Fund grants being in compliance. Per the grant program, Alt Bauer (no facility to rent), Haupt Strasse Park and Spassland Park must be made rentalable for Non-Residents at the same time as residents.

B. Facility Usage Agreement - Hat Trick Enterprises Inc., Germantown Soccer Club - Discussion & Approval

Gil stated the agreement expires June 30, 2023. The charge per participant will be increased to \$20.00 per participant due to the rising costs of field maintenance. The new agreement will be for 2023-2025.

A discussion was held.

Bring it back to the June meeting for a vote.

VIII. VILLAGE BOARD REPORT:

The May 1st meeting was canceled.

At the May 15th meeting, the Village of Germantown Water & Sewer agreement with the Village of Richfield was approved.

IX. SCHOOL BOARD REPORT:

- Ewert stated the IGA agreement between the Village of Germantown and Germantown School District is still waiting for approval from Village Administrator Kreklow.

- District building tours will take place June 3rd & 10th. June 3rd starting at 8:00a.m. for Germantown High School and Kennedy Middle School and June 10th touring the elementary schools.
- The district has completed their evacuation drills.
- Junior Prom was held on May 6th.

Trustee Hudson excused at 7:28p.m.

X. DIRECTOR'S REPORT:

A. Report

XI. ANNOUNCEMENT OF PUBLIC INTEREST: *The next regularly scheduled Park & Recreation Commission meeting will be TBD.*

XII. ADJOURNMENT:
Meeting adjourned at 7:34p.m.



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

Date: May 17, 2023
To: Park and Recreation Commission
From: Gil Standridge, Park & Recreation Director
Re: Germantown Soccer Club Field Usage Agreement

For several years, affiliate agreements have been in place between the Village of Germantown and community youth athletic organizations. The Germantown Soccer Club (GSC) is a non-profit organization which serves over 400 youth annually. In August 2020, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 2-year agreement with the GSC. This agreement will expire on June 30, 2023.

The field use agreement will be between the village and Hat Trick Enterprises Inc., a local non-profit corporation governed by a volunteer board of directors.

Due to rising costs for Total Lawn Care to maintain all the soccer fields used by the GSC, a per participant fee of \$20 is incorporated to help address all the field maintenance necessary to improve field conditions. The fees paid are deposited in the Park and Recreation Facility Fund designated for use by the Village to help maintain the spaces used by the GSC.

Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.

Attachment: 2023-2025 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 **HAT TRICK ENTERPRISES INC., dba GERMANTOWN SOCCER 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 six (6) fields at Friedenfeld Park, one (1) field at Dheinsville Park, two (2) fields at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for league games and practices (the “Premises”).

2. **RIGHT OF USAGE:** The Village’s Parks and Recreation Department shall have charge of scheduling the various sport fields located at Friedenfeld Park, Dheinsville Park, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields for recreation programs. The User will be allowed non-exclusive use of soccer fields for games and practices during the spring (April – June) and fall (August – October) seasons. *The User will also be allowed to utilize Village Parks to sponsor a youth soccer camp or other soccer related activities subject to review and approval by the village.* 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 soccer fields may be utilized by the Village, in its sole discretion, for soccer 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 *July 1, 2023 and terminate on June 30, 2025* 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 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:** Germantown Soccer will assess a \$20.00 fee for each participant playing in the league. *Germantown Soccer shall also pay to be determined fees based on actual use of Village soccer fields for club sponsored camp activities.* Fees will be deposited in a nonreverting 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 Germantown Soccer.

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 **May, 2023**

VILLAGE OF GERMANTOWN *HAT TRICK ENTERPRISES dba GERMANTOWN SOCCER CLUB*

Village President

Village Clerk

Park & Recreation Director



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

June 26, 2023

To: Park & Recreation Commission

From: Patti Heinen, Recreation Supervisor

Re: Intergovernmental Agreement

The IGA was signed and approved by the Village Board, see attached. Also attached is the fee schedule, the IGA does not set the fees, those are set by the School Board.

Some points to note:

We will now be charged for tennis courts starting this summer 2023. The rate per court is \$15.00/hr. This will have a \$5,000-\$8,000 impact to the budget.

The assessed fee parity for other groups almost doubled, this will affect our basketball programs. Last year we spent \$2800.00 in facility fees for basketball, this year we will spend \$5,600.00. We will be increasing basketball fees by \$10-\$15 to cover these fees.

This is what we have paid out to the school district 2020 – current.

School Year Totals Paid to School District

	Summer	Fall Winter	Winter Spring	Total
2020	\$1,680.00	\$23,137.09	\$11,361.56	\$36,178.65
2021	\$3,495.38	\$25,163.44	\$31,885.31	\$60,544.13
2022	\$4,460.75	\$26,059.25	\$33,874.38	\$64,394.38
2023			\$33,762.88	

FACILITY USAGE AGREEMENT
BETWEEN THE VILLAGE OF GERMANTOWN
AND THE
GERMANTOWN SCHOOL DISTRICT

The Village of Germantown (the Village"), a Wisconsin Municipal Corporation represented by its Village Board of Trustees ("Village Board") and the Germantown School District ("the District"), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education ("School Board"), collectively referred to as "the Parties", hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents. The District school buildings and grounds contain facilities (the "Facilities") that are suitable for use as sites for many of these Village programs; and

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on June 30, 2022 and the Parties wish to renew that relationship

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose.** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.
2. **Right of Usage.** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no later than the following dates:

For Programming from August 25 to August 24
Online scheduling opens annually on July

By July 15

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event;

(c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate. The Village shall notify the District of unneeded hours a minimum of 2 weeks prior to usage so no rental fee is incurred. This notice allows the District the ability to accommodate other user requests.

3. **Compliance with Policies.** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available on the district's website or by request from District officials. To the extent that they are applicable to third-party users of the Facilities, the Village is responsible for compliance with those policies, except as provided herein to the extent the terms of this Agreement are in conflict with policy.
4. **Term of Agreement.** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after September 1, 2022. This Agreement shall continue for a period of two (2) years through the conclusion of the summer programs of the Summer of 2024.

All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired June 30, 2022, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fee Associated with Programming and Usage.** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after August 31, 2022. All fee rates are based on the District policy fee schedule for Priority 2 users. If the Village contracts with a 3rd party provide to use the District Facilities fees rates are based on the District policy fee schedule for Priority 4 users. The current fee schedule is available on the district's website and may be adjusted no more frequently than bi-annually by the Board.
 1. **Program.** The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.
 2. **Fee Waivers.** The Board may grant a fee waiver or fee reduction for programs directly related to school services.

3. **Village Fee Waiver.** The Village shall waive all inspection, permit, plan examination, conditional use, and all similar fees under \$1000 when requested by the School District.
4. **Assessed Fee Parity.** If another organization uses District facilities for a program comparable to one offered by the Village, the District will not assess the Village a higher fee than that assessed to the other organization.
6. **Schedule of Payments.** The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.
7. **Tracking of hours of Usage.** The Village shall track the number of hours it uses the Facilities for each programming session and shall, as soon as practicable, send usage to the District. The District will inform the Village of any discrepancies and both parties shall work in good faith together to reconcile the total hours of usage and rates.
8. **Facility Security Measures.** The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District. The Village shall use the District facilities without GSD staff supervision on site, but shall be responsible for the safety and security of the buildings and grounds during usage.
9. **Insurance.** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in or at the Facilities during the Village's use for its programs/events.
10. **Maintenance, Repairs, Damage.** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the and disposal of all waste generated by or due to the activity, and return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that needs repair/replacement or is unsafe.

11. **Damage, Destruction, Force Majeure.** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether, and if so on what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.
12. **Termination.** Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If the breach was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

Unless either Party provides the other with 30 days-notice any time after the expiration of the current Term stating that Party's intent not to renew the Agreement, the Parties agree to act in good faith to timely extend the Agreement and shall, if no agreement extending the Term of this Agreement has been reached by its expiration, continue to operate under the Terms as exist at the time of expiration except that the then-current fee schedule adopted by the School District shall apply to all new programs/events scheduled.

13. **Indemnification.** The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgements, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contactors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party.

14. **Assignment.** The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.
15. **Relationship of Parties.** This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.
17. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown
Attn: Village Administrator
N112 W17001 Mequon Road
Germantown, WI 53022-0337

If to the School District:

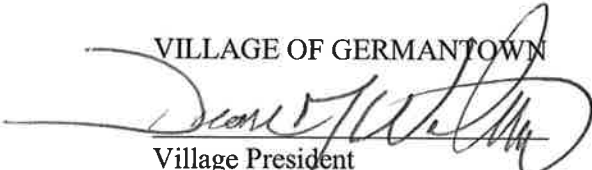
Germantown School District
District Administration Offices
Attn: District Administrator
N104 W13840 Donges Bay Road
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.
19. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or hereunder, whether intentional or not, shall be to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
20. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
22. **Force Majeure.** If either party is prevented from carrying out its obligations under this Agreement by beyond its reasonable including acts or omissions of the party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such and the for performance of such obligations shall be automatically extended by the same period.

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

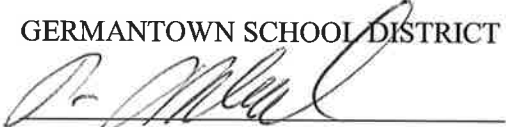
VILLAGE OF GERMANTOWN

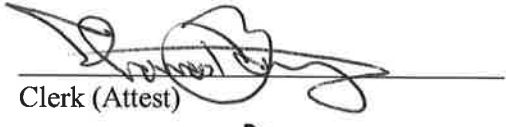

Village President


Village Clerk (Attest)


Park & Recreation Chair

GERMANTOWN SCHOOL DISTRICT


Board President


Clerk (Attest)


Superintendent

2023-24 SCHOOL YEAR FACILITY USE FEE SCHEDULE (PER HOUR BASIS)

	Group Priority 1	Group Priority 2	Group Priority 3	Group Priority 4	Group Priority 5
	Based on IGA				
Outdoor Facilities					
KMS Soccer Field*	No fee	\$43	\$29	\$57	\$114
Football/Track Stadium with lights from 7-9pm*	No fee	\$82	\$55	\$109	\$218
Football/Track Stadium without lights*	No fee	\$66	\$44	\$88	\$177
Baseball Dream Field/Softball Gold Field*	No fee	\$43	\$29	\$57	\$114
Baseball JV Field/Softball Blue Field*	No fee	\$37	\$24	\$49	\$98
Varsity Soccer Field with lights from 7-9pm*	No fee	\$66	\$44	\$88	\$177
Varsity Soccer Field without lights*	No fee	\$51	\$34	\$68	\$135
Practice Fields	No fee	\$20	\$13	\$26	\$52
Tennis Courts (Per Court)	No fee	\$16	\$10	\$21	\$42
Outdoor Learning Spaces (Pavilions)	No fee	\$12	\$8	\$16	\$31
Indoor Athletic Facilities					
Elementary Gym*	No fee	\$12	\$8	\$16	\$31
KMS Blue Gym	No fee	\$20	\$13	\$26	\$52
KMS Gold Gym	No fee	\$27	\$18	\$36	\$62
Fieldhouse** per court (4 courts/stations)*	No fee	\$23	\$16	\$31	\$57
Fieldhouse** per court w/locker rooms*	No fee	\$27	\$18	\$36	\$62
Indoor Track	No fee	\$94	\$62	\$125	\$218
GHS Main Gym*	No fee	\$20	\$13	\$26	\$52
GHS Main Gym w/locker rooms*	No fee	\$23	\$16	\$31	\$57
Fieldhouse** Lobby (exclusive use)	No fee	\$16	\$10	\$21	\$42
Fieldhouse Concession Stand	No fee	\$16	\$10	\$21	\$42
Performing Arts Center	No fee	Varies	Varies	Varies	Varies
Multi-purpose Room	No fee	\$20	\$13	\$26	\$52
Fitness Center: Weight & Cardio Rooms	No fee	\$62	\$42	\$83	\$104
Fitness Center: Yoga Room	No fee	\$12	\$8	\$16	\$31
Swimming Pool & Locker Rooms*	No fee	\$66	\$44	\$88	\$177
Monday-Friday Food Service Staff***	Varies	Varies	\$23	\$31	\$31
Saturday Custodial/Food Service Staff***	Varies	Varies	\$29	\$38	\$38
Sunday Custodial/Food Service Staff***	Varies	Varies	\$33	\$44	\$44

***\$20 flat fee added for use of scoreboards per day per court, if applicable**

****Fieldhouse may simultaneously have more than one user; for exclusive use, a determination of user cost will be made by the Office of Business and Auxiliary Services**

	Group Priority 1	Group Priority 2	Group Priority 3	Group Priority 4	Group Priority 5
	Based on IGA				
General Use Areas					
Cafeterias/Cafetoriums with Kitchen amenities****	No fee	Varies	Varies	Varies	Varies
GHS Commons	No fee	\$27	\$18	\$36	\$42
Elementary Cafetoriums	No fee	\$27	\$18	\$36	\$62
Classrooms/Breakout Areas	No fee	\$20	\$13	\$26	\$42
Computer Classrooms (Tech support quoted per use)	No fee	\$23	\$16	\$31	\$42
IMC/LMCs/GAC	No fee	\$23	\$16	\$31	\$47

******Dependent upon amount of staff required for and duration of event scheduled**



Germantown Park and Recreation Department

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

Information Line (262)250-4711

June 26, 2023

To: Park & Recreation Commission

From: Patti Heinen, Recreation Supervisor

Re: Recreation Brochure

The Recreation Brochure is in the parking lot items for the 2023 Budget. At the June 19th GGF meeting it was decided to postpone any discussion on parking lot items until the 2022 audit is complete which will occur in August.

If our Fall/Winter brochure is to be printed and mailed it would need to go to the printer by July 25th.

Some points to consider include:

- Brochure is mailed out to over 15,000 households in summer, and 8,000 in Fall/Winter, Winter/Spring
- Brochure costs around \$24,000 for 3 publications to help us generate close to 1 million dollars.
- Only 2 surrounding communities who produce 2 brochures have it online and they also print 1000 to have on hand

Summary of what other communities are doing:

		Population
West Bend	prints and mails 3/year	32,000
Slinger	prints 2/year, no mail	5,550
Cedarburg	online 2/year, prints 400 to have on hand	11,475
Men Falls	prints and mails 3/year	35,924
Jackson	online 2/year, prints 1,000 to have on hand/for businesses	7,149
Hartford	prints and mails 3/year	14,251
Germantown	prints and mails 3/year	19,788

- We generate close to \$3,000 in advertising, and even more for our various events that are sponsored.
- Most want to sponsor something that is printed and mailed out.
- Potential new sponsors are being turned off because it is not being printed/mailed.
- Our brochure is an education piece for the community and binds people to the community.
- If citizens don't have a book in hand, our fear is they will forget about signing up.

- The busy mom in the community relies on the printed brochure, they refer to it over and over again to pick classes (brand credibility).
- Older citizens who do not rely on the internet like to have the printed brochure on hand.
- Older citizens who do not rely on the internet like to have the printed brochure on hand

Pros of print media

- Appeal to visual learners.
- Best for local targeting.
- Still gives a higher Return on investment than digital ads.
- Enable more visibility to small businesses.
- Produce a loyal customer base.
- Reaches multiple generations.

BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: June 28, 2023

PLACEMENT: Presentation

ITEM TITLE: Report:

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. June 2023

RECOMMENDATION:

ACTION BY Committee:

Recreation Division Report – June 2023 Commission Meeting

We have 80 programs starting in June and include: Kids Klub (5 sites), Adventure Kids Klub, Tyke Site, Pixie Poms/Pixies Dust Camp, Poms Camp, Co-Ed Rugby, Fire Fighters Are Your Friend, Gymnastics, Paint with Pup, Parent tot Garden Fun, Field Trip to Highway Garage, Basic First Aid for Kids, Safety Town, Jr Tball, Sr. Tball, Minors Baseball, Majors Baseball, Girls Softball, Dodgeball, Fun Game Fridays, Spikers, Setters, Diggers, Wrestling, Tennis Lessons, Pee Wee Lessons, Mitely Mite Lessons, Tennis League, Cardio Tennis, Adult Lessons, Learn to Ice Skate, Boys Volleyball Camp, Tech Camps, Home Buy/sell, Dog Training, Flag Football Camp, Outdoor Basketball, Sporties for Shorties, Little Tykes Martial Arts, Youth Martial Arts, Golf Camps, Jr Golf Academy, Pee Wee Golf, Jr Golf, Adult Golf, Tae Kwon Do, Youth Dance classes, Princess Dance Camp, Babysitters Training, Music Fun, Music Fun Families/Babies, Music Fun Animal Safari Party, Parent Child Basketball, Hoopsters, Band Concerts, Learn to decorate with Frosting, Learn to Crochet, knitting 101, Oodles of Art, Rise & Shine Boot Camp, Yoga, Pelvic Floor Prenatal Fitness Workshop, Pickleball Lessons, Green Thumb Gardening, Band Rehearsals, Fit in Parks –Barre Mat, Dance it Out, Family Yoga/Kids Yoga, Bocce ball, Noah's Art field Trip, Six Flags Field Trip, Movies in the Park, Henna Tattoo, Tree Climbing, Music at the Pavilion

Ongoing Programs: middle Eastern Dance, Community Bike Challenge

Upcoming events include the following:

Kids Triathlon: Our first ever Kids Triathlon will be on Saturday, July 22 at the Germantown High School. Kids will swim in the pool, ride their bikes and run, distances determined by their age group. This even will include a finish line spray down by the Germantown Fire Department.

Movies in the Park: Our next movie will be on Friday, July 21st featuring the movie Bad Guys also at Firemen's Park. Thanks to our sponsors Bank 59 and Germantown Youth Futures

Amazing Race: We have 64 participants enrolled and will be held on July 14th with Dental Professionals sponsoring the event.

Booster Night: Booster Night will be held on July 10th and Robert's Frozen Custard.

Music at the Pavilion: This started on June 15th with our first concert featuring Smart Mouth. The entire event is sponsored by Waste Management. We have six concerts that are set to run on Thursday evenings June 15 – Aug. 17. We have over 30 sponsors this year!