

MEETING: REGULAR MEETING OF THE PARK & RECREATION COMMISSION

DATE & TIME: Wednesday, February 19, 2025 at 5:30 PM

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: 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.

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. October 16, 2025
 - B. January 14, 2025
- IV. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- V. **OLD BUSINESS:**
 - A. 4th of July - Discussion
- VI. **NEW BUSINESS:**
 - A. Maifest in Firemen's Park May - Request to extend curfew in park - Discussion & Vote
 - B. Kazmierczak brothers wanting to donate a historic log structure currently at W194N13369 Fond du Lac Ave to Dheinsville Park - Discussion & Vote
 - C. Discussion of Proposal for Land Exchange Between the Village and the Heimat Group (Blackstone Golf Course)
 - D. Possible transfer of Knowles Stewardship grant MMSD land from Goldendale to Wilderness Park Discussion & Vote
 - E. Summer 2025 Program Fees & Charges - Discussion & Action
- VII. **VILLAGE BOARD REPORT:**
- VIII. **SCHOOL BOARD REPORT:**
- IX. **DIRECTOR'S REPORT:**
 - A. February 2025
 - B. February Recreation Report

X. ANNOUNCEMENT OF PUBLIC INTEREST: The next regularly scheduled Park & Recreation Commission meeting will be March 19, 2025 @ 5:30p.m.

XI. 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)250-4745 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE PARK & RECREATION COMMISSION
DATE AND TIME:	Wednesday, October 16, 2024 5:30 PM
LOCATION:	KINDERBERG PARK SHELTER N104 W14942 DONGES BAY 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.*
The meeting was called to order at 5:47p.m. by Chair Depies.

- II. **ROLL CALL:**
Present: Chair Depies, Commissioners Eby, Smith, School Board Rep. Pawlak, Trustee Rep. Hudson
Excused: Stapelman
Guests: Program Supervisor Patti Heinen and Sandra Doss

III. **INTRODUCTION OF NEW COMMISSION MEMBER:**

- A. School Board Representative Tracy Pawlak
Tracy indicated that he has been a resident of the Village for approximately 17-18 years. Was elected in 2021 and re-elected in 2024.

IV. **APPROVAL OF MINUTES:**

- A. July 17, 2024
Motion: Approve the July 17, 2024, minutes as presented.
Motion by: Hudson
Seconded by: Eby
Yes: Depies, Eby, Hudson, Smith
No: None
Abstain: Pawlak
Motion carried

- V. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
None

VI. **OLD BUSINESS:**

VII. **NEW BUSINESS:**

A. Winter/Spring 2024-25 Program Fees & Charges - Discussion & Action
Program Supervisor Heinen went over the changes for Winter/Spring 2024-25 Program Fees and Charges. Items "highlighted" in yellow are the upcoming changes, in which most of them reflect the fees from Fall/Winter.

We have a number of "Save the Date fees" for classes. We charge the \$8 or \$10 fee to "hold the spot" and the participants pay the remaining fee at their first class.

Page 3 has the new classes listed.

Smith mentioned that Open Pickleball does not show a supporting percentage of 130% or more.

Doss indicated that the department ran Pickleball Leagues this summer in which there are no expenses. Lessons are held in the summer and are profitable. Open Pickleball is one of two adult Open Gyms left. Fees were raised last year to \$6.00 per session of Open Pickleball. Fees will be re-evaluated in 2025.

Motion: Approve the Winter/Spring 2024-25 Fees and Charges as Presented.

Motion by: Pawlak

Seconded by: Smith

Yes: Depies, Smith, Eby, Hudson, Pawlak

No: None

Abstain: None

Motion carried.

B. Feasibility Study for Kinderberg Sprayground - Discussion

Gil stated APRA funding is being used to update the current pump house equipment for the sprayground. The new pump equipment should last an additional 5 to 10 years until we know what the future plans are for the sprayground.

Looking into funding to do a feasibility study on the future of the sprayground, whether in its current location, new location or adding a second sprayground.

Depies stated that the village has different growth patterns throughout Germantown, and it would be beneficial to have the study done.

Eby agrees that the study needs to be done and within 5 years.

Gil stated that two spraygrounds, in different locations, may be the answer. A larger sprayground could hold larger groups and be fenced in and charge an entrance fee.

The minimum cost of the study could start at around \$10,000.

Spraygrounds are a nice feature for small children. Daycares are bussing their large groups to the current sprayground which restricts area kids from getting playing time in the sprayground.

Need something unique to Germantown

When GRAEF did a study of Kinderberg Park a few years ago, it was \$1.5 million at that time for a new sprayground.

Impact Fees can be used to develop a new park with new facilities. With the anticipated growth in Germantown now would be the time to start the feasibility study. Draws are good school district, nice parks with amenities. Hudson stated if and when it comes to the Village Board he will back the P & R Commission. The population density is in the SE area in Germantown. The sprayground should be accessible where the population is, not necessarily Kinderberg Park. The village doesn't like to spend money on parks. It would be nice to see the development by someone else. There is a 6 acre parcel that is owned by the Village across the street from Kinderberg Park.

C. July 4th - Discussion

Gil stated if the department keeps the 4th of July activities we would like to see it on the 1st Thursday in July. "Music at the Pavilion" is becoming more successful, so we are looking at doing the July 4th events on the 1st Thursday of July (July 3rd). We would have everything except the parade, which we would like another group to take over.

Hudson stated that the 4th of July costs approximately \$30,000 to run, in which the former "Celebrate Germantown" committee in which Phil was involved, raised those funds. The funds that were raised in 2023 paid for the 2024 fireworks.

Having Germantown do the July 4th activities on July 3rd will conflict with Menomonee Falls.

The parade is a large fundraiser, which is also the hardest part for the day.

Park and Recreation staff getting sponsors for July 4th conflicts with sponsors for our team sports, trophies, and Park and Recreation supported groups and events.

The struggle is getting volunteers to help on the 4th of July. Everyone wants to spend time with their families.

Doss stated that the 4th of July events should not be the responsibility of the Park & Recreation Department. The event was a lot; lack of volunteers, people driving throughout the park, parking in the park, it was pure chaos.

There were fewer people in attendance as it had rained during the 4th event.

In 2024, supplies and expenses were paid for by the village.

Little League and the Boy Scouts volunteered to park cars and made a substantial amount of money for their group.

The Commission consensus is for Gil to draft a letter to the Village Board indicating that the Park & Recreation Department not have the responsibility of running the July 4th event and bring it back to the November meeting for further discussion and vote.

A decision needs to be made in regard to who is handling the 4th of July for 2025.

Kiwanis' big fundraiser is Taste of Germantown. Why not see if they would be willing to take over July 4th as well and combine the events.

Depies stated, we as a Park & Recreation Commission are in agreement that we would like staff to draft points and reasons as to why they should not run the 4th of July as we've heard the reasons and concerns as to why the Park & Recreation Department should not be running the event. Bring this back for discussion and action at the November meeting. Then we can make a recommendation to the Village Board about whether the Park & Recreation Department should be involved in a 4th of July celebration in 2025.

VIII. VILLAGE BOARD REPORT:

APRA funding for the sprayground improvements was approved. At this time, the Park & Recreation Department is getting everything they are asking for.

IX. SCHOOL BOARD REPORT:

Fees have been passed. Facility usage fee increases will be minimal.

Building and Grounds study has been completed and is going to the board for approval next week.

Will funding be changed for Police Officers in schools? At this time there has not been any discussion.

X. DIRECTOR'S REPORT:

A. October 2024

Gil went over the included report.

Hudson recommended that staff put Fire Station #1 on the next agenda for discussion on the future of the building.

B. October Recreation Report

The staff went over the included report.

XI. ANNOUNCEMENT OF PUBLIC INTEREST: The next regularly scheduled Park & Recreation Commission meeting will be November 20, 2024 @ 5:30p.m.

XII. ADJOURNMENT:

Meeting adjourned at 7:14 p.m.

MEETING:	SPECIAL MEETING OF THE PARK & RECREATION COMMISSION
DATE AND TIME:	Tuesday, January 14, 2025 5:00 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.*
The meeting was called to order at 5:04p.m. by Chair Depies.

- II. **ROLL CALL:**
Present: Chair Depies, Commissioners Smith, Eby, School Board Rep. Pawlak, and Trustee Hudson (via WebEx).
Excused: Stapelman
Guests: Program Supervisor Doss, Residents Jan Miller and Tom Barney

- III. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
Jan Miller (W151N10297 Windsong Circle W) spoke regarding 4th of July

Tom Barney (N105W16775 Old Farm Rd) spoke regarding 4th of July

- IV. **OLD BUSINESS:**

- A. Discussion / Action regarding the Germantown Parks and Recreation Department future involvement in coordinating the Fourth of July Events / Activities for the Village.

Gil stated Summer is the busiest time for the Recreation Department.

The department runs approximately 100 programs throughout the summer.

Summer Kids Klub averages 52.5 hours a week.

Six Music at the Pavilion events.

Family Fun Carnival during Taste of Germantown

Movies in the Park

Kids Triathlon

Youth baseball & softball

Instructional classes

Pickleball Lessons for adults

Trustee Rep. Phil Hudson left meeting at 5:20p.m.

Depies stated this is the information needed. The Village Board is currently trying to

come up with a solution to the problem. We, as a Commission, need to decide whether or not if it is a good idea for Park & Recreation to be involved with the coordination of these activities. The former groups that were involved in the 4th of July activities have come forward telling the Village that they cannot run this day any longer. Park & Recreation Departments are not involved in these types of activities.

Pawlak stated it's a burden for Park & Recreation to take on the 4th of July fully. It's unfair that it is now January, and no decision has been made. If Park & Recreation has to be involved in any way the Village Board needs to compensate those who must be involved. There should be organizations that would take on individual pieces.

Eby stated that Park & Recreation did a fantastic job for stepping up for 2024 when there was no one to take on the 4th of July activities. That should have been a 1-time event. Park & Recreation doesn't have the resources to run this event, nor should it be the responsibility of the Park & Recreation Department. If nobody from the community steps up to take this event on, then maybe the event takes off for that year.

Motion: Forward onto the Village Board for the meeting on January 20, 2025 the drafted letter, outlining our recommendation to that the Park & Recreation Department no longer be designated or involved in coordinating the 4th of July celebration for 2025.

Motion by: Eby

Seconded by: Pawlak

Yes: Depies, Eby, Pawlak, Smith

No: none

Abstain: none

Motion carried.

V. **ADJOURNMENT:**

BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: February 19, 2025

PLACEMENT: Action Item

ITEM TITLE: Maifest in Firemen's Park May - Request to extend curfew in park -
Discussion & Vote

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: February 19, 2025

PLACEMENT: Action Item

ITEM TITLE: Kazmierczak brothers wanting to donate a historic log structure
currently at W194N13369 Fond du Lac Ave to Dheinsville Park -
Discussion & Vote

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: February 19, 2025

PLACEMENT: Presentation

ITEM TITLE: Discussion of Proposal for Land Exchange Between the Village and the Heimat Group (Blackstone Golf Course)

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

In January of this year, the Heimat Group submitted a proposal to the Village to consider the exchange of property owned by the Village and property owned by Heimat for the purpose facilitating a residential development by Heimat and expanding Hauptstrasse Park. Staff presented the proposal to the Village Board on January 20th and requested feedback on how to proceed. The Board directed staff to gather additional information regarding the proposal including feedback from the Parks & Rec Commission and additional analysis on the usability of land that would transfer to the Village, potential Park related uses of the property and priorities for the public, should the Board decide to proceed with negotiations.

I have attached four documents for the Commission's review and discussion: the proposal submitted by the Heimat Group, a map showing the 100-year floodplain for the area, a conceptual drawing of potential park uses completed by Graef several years ago when a similar proposal was considered and a more recent drawing of potential uses prepared for the Village pro bono by Trustee Baum.

I am not requesting any action from the Parks & Rec Commission at this time. I would simply like to get your feedback on the proposal so I can pass on any questions or concerns, or opportunities you see with this proposal. If the proposal does progress, it would come back to the Parks & Rec Commission as an action item before the Board would vote on it.

ATTACHMENT:

1. Heimat Germantown_CL Exchange Agreement 250114
2. Flood Plain Map 2025
3. Graef Concept Map 2019
4. Baum Park Concept 250117

STAFF RECOMMENDATION:

No action is necessary at this time.

ACTION BY Committee:

HEIMAT

January 10, 2025

Village of Germantown
c/o Dean Wolter, Steve Kreklow and Jeff Retzlaff
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Proposed Exchange Agreement

Dear Messrs. Wolter, Kreklow and Retzlaff,

On behalf of Blackstone Creek LLC, a development affiliate of The Heimat Group Inc., we are presenting the attached Exchange Agreement to the Village of Germantown for consideration. It is our intent to work with the Village to exchange various parcels of land in and around the existing Blackstone Creek Golf Course to assemble, plan and develop a mixed-use community generally consistent with the vision for the Village Center District as adopted in the Village of Germantown 2050 Comprehensive Plan.

With the closure and relocation of the Village Recycling Center at the end of 2024, there is an opportunity to incorporate some of that land into adjacent development parcels along Main Street., fostering an activity center at the West end of Main Street and enabling public access to the Menomonee River. The proposed Exchange Agreement, if properly executed, would enable the assemblage of potential development parcels while providing an opportunity for the Village to expand and re-imagine Haupt Strasse Park taking advantage of river access and bringing much needed population to the Village Center District via Main Street to support revitalization efforts.

Once the development parcels are assembled, we would collaborate with Village Planning staff to further our intended conceptual design while incorporating the Village Center District design intent for Main Street, expansion of Haupt Strasse Park and activation of the Menomonee River and much of Blackstone Creek as open space and public park land. Our preliminary conceptual planning calls for a mixed-use, mixed housing development with approximately 350 to 425 residential units that would unfold in several phases over a number of years. The land at the intersection of Mequon Road and Division Road is intended to be a mix of commercial and residential uses, focusing commercial uses along Mequon Road and transitioning to residential uses as the site moves to the North. The residential housing uses will generally consist of a mix of market rate rental residences in varying types including two-story garden style units, row-style townhome units and traditional multi-story apartment buildings. The housing will be high quality, market rate units of varying sizes, styles and price points in order to attract and satisfy a range of housing demand that continues to exist within the Village. The newly planned community will offer residents onsite amenities but will also leverage the proximity of the intended public park and Village Center amenities. Site design will incorporate connectivity with planned Village bike/walking paths in and about the expanded Haupt Strasse Park and proximal infrastructure.

It is still very early in our planning efforts but in order to advance those efforts, it is important that we explore and determine the Village's interest in pursuing this Exchange Agreement to assemble the development parcels. This is the first step in a long planning and review process and we look forward to your thoughts on moving this forward. Please review the attached and let us know if you have further questions. Thank you in advance for your consideration of this request.

Sincerely,

BLACKSTONE CREEK LLC.
By THE HEIMAT GROUP INC.

A handwritten signature in black ink, appearing to be 'JS' followed by a stylized flourish.

Jim Sedgwick
Principal

A handwritten signature in black ink, appearing to be 'JFL' followed by a stylized flourish.

Joseph F. Lak II
Principal

EXCHANGE AGREEMENT

This Exchange Agreement (the “**Agreement**”) is entered into by and between Blackstone Creek, LLC, a Wisconsin limited liability company (“**Blackstone**”) and the Village of Germantown, Wisconsin (the “**Village**”) as of the Effective Date.

RECITALS:

A. Blackstone is the fee simple owner of that certain real property, and any and all rights and interests appurtenant thereto, identified as parcel number 211979 situated in the Village of Germantown, Washington County, Wisconsin, and consisting of approximately 153.94 acres, more or less, of land (the “**Existing Blackstone Property**”), as the same is generally depicted on the attached and incorporated Exhibit A.

B. An up to 20 acre portion of the Existing Blackstone Property, as generally depicted on the attached and incorporated Exhibit A and as further described in the ROFO Agreement (the “**PHW ROFO Property**”), is subject to that ROFO Waiver Agreement dated August 8, 2022, as subsequently amended (the “**PHW ROFO Agreement**”), by and between Blackstone (as successor in interest to The Heimat Group, a Wisconsin limited liability company) and PHW Germantown, Inc., a Wisconsin nonstock corporation (“**PHW**”), which grants certain rights to PHW to purchase the PHW ROFO Property for purposes of facilitating PHW seeking approval for an increased number of age restricted housing units on its property in compliance with density requirements under applicable zoning ordinances.

C. The Village is the fee simple owner of that certain real property, and any and all rights and interests appurtenant thereto, identified as parcel number 211999 (consisting of approximately 10.5 acres, more or less, of land) and parcel number 222983 (consisting of a total of approximately 12.7 acres, more or less, of land) situated in the Village of Germantown, Washington County, Wisconsin (the “**Existing Village Property**”), as the same is generally depicted on the attached and incorporated Exhibit A. Together, the Existing Blackstone Property and the Existing Village Property may be referred to herein as the “**Existing Properties**”.

D. Blackstone and the Village have agreed to exchange portions of the Existing Properties, and the Village has agreed to pay the difference in value between the portions of the Existing Properties being exchanged, all upon the terms and conditions set forth herein.

E. Blackstone intends to develop the Blackstone Property (defined below) after completion of the Exchange (as defined below) into a mixed use, mixed housing commercial/residential community generally consistent with the Village Center District guidelines as adopted in the Village of Germantown 2050 Comprehensive Plan as further described herein.

NOW THEREFORE, in consideration of the promises and the mutual benefits derived under this Agreement, the parties hereby agree as set forth below.

1. Recitals. The recitals set forth above are true and correct and incorporated herein.
2. Exchange. At Closing (defined below), Blackstone shall convey fee simple title to

the Village of that certain portion of the Existing Blackstone Property that is generally depicted as the “Blackstone Exchange Parcel” on the attached and incorporated Exhibit B, including, only to the extent applicable as provided herein, the PHW ROFO Property subject to the PHW ROFO Agreement (the “**Blackstone Exchange Parcel**”), pursuant to the terms and conditions set forth herein. In direct exchange for its receipt of the Blackstone Exchange Parcel, the Village shall convey fee simple title to Blackstone at Closing of that certain portion of the Existing Village Property that is generally depicted as the “Village Exchange Parcel” on the attached and incorporated Exhibit B (the “**Village Exchange Parcel**”) (together, the Blackstone Exchange Parcel and the Village Exchange Parcel may be referred to herein as the “**Exchange Parcels**”), pursuant to the terms and conditions set forth herein (the exchange of the Blackstone Exchange Parcel for the Village Exchange Parcel may be referred to herein as the “**Exchange**”). The final acreage, configuration and boundaries of the Village Exchange Parcel and Blackstone Exchange Parcel shall be determined as described in Section 5 below. The parties acknowledge and agree that the Exchange Parcels will not be equal in size or similar in general configuration and are not equal in value. The value of the Exchange Parcels shall be determined as outlined in Section 3 below. At Closing, the Village shall pay Blackstone the difference between the appraised value of the Village Exchange Parcel and the Blackstone Exchange Parcel in immediately available funds (the “**Purchase Price**”). The parties acknowledge and agree that as a result of the consummation of the transactions described in this Agreement: (i) Blackstone will be the fee simple owner of the property generally depicted as the “Blackstone Property” on the attached and incorporated Exhibit C (the “**Blackstone Property**”); and (ii) the Village will be the fee simple owner of the property generally depicted as the “Village Property” on the attached and incorporated Exhibit C (the “**Village Property**”). The Village acknowledges and agrees that to the extent PHW has not purchased the PHW ROFO Property at or prior to the Closing Date, the Blackstone Exchange Parcel shall include the PHW ROFO Property, and the Village shall take title to that portion of the Blackstone Exchange Parcel subject to the PHW ROFO Agreement and PHW’s rights thereunder. To the extent that PHW purchases less than all of the PHW ROFO Property prior to the Closing Date, the Blackstone Exchange Parcel shall include the remainder of the PHW ROFO Property not purchased by PHW.

3. Appraisal. The fair market value of the Exchange Parcels in their current “as-is” condition shall be determined by an MAI appraisal performed by an appraiser mutually agreed upon in writing by Blackstone and the Village within [30] days after the Effective Date, which appraisal shall be prepared and delivered to the parties within [90] days after the Effective Date (“**First Appraisal**”). If either party reasonably objects to the value of the Exchange Parcels as determined by the First Appraisal, the objecting party shall have the right to select a second appraiser to prepare and deliver a second appraisal (“**Second Appraisal**”) at the objecting party’s cost, by giving written notice to the non-objecting party within ten (10) days of the party’s receipt of the First Appraisal. If the value of the Exchange Parcels as determined by the Second Appraisal is within ten percent (10%) of the value of the First Appraisal, then fair market value of the Exchange Parcels shall be the average of the First Appraisal and Second Appraisal. If the Second Appraisal is not within ten percent (10%) of the value of the First Appraisal, the first appraiser and second appraiser shall select a third appraiser to prepare and deliver a third appraisal (“**Third Appraisal**”) and the fair market value of the Exchange Parcels shall be the average of the two closest Appraisals. The cost of the First Appraisal and Third Appraisal shall be shared equally by the parties.

4. Contingencies.

A. Blackstone's Contingencies. Blackstone's obligation to proceed with the Exchange is conditioned upon satisfaction or waiver of each of "Blackstone's Contingencies" set forth below in this Section 4.A. Blackstone shall have the right to terminate this Agreement for any reason, or for no reason at all, as determined in Blackstone's sole and absolute discretion, exercised by written notice given to the Village on, or prior to, one hundred eighty (180) days after the Effective Date ("Blackstone's Due Diligence Period"). Blackstone shall have two (2) options, in Blackstone's sole and absolute discretion, to extend the Blackstone's Due Diligence Period for an additional sixty (60) days each (each an "Extension Period") by providing written notice to the Village on or prior to the expiration of the Blackstone's Due Diligence Period or the first Extension Period, as applicable. If Blackstone fails to give the Village notice terminating this Agreement prior to the expiration of Blackstone's Due Diligence Period, as may be extended, Blackstone shall be deemed to have satisfied Blackstone's Contingencies.

- i. Document Inspection. Blackstone may review all documents and items related to the Village Exchange Parcel and confirm they are acceptable to Blackstone in all respects and that it is feasible and financially viable to develop and operate the Village Exchange Parcel for Blackstone's intended use. Within ten (10) business days after the Effective Date, Village shall deliver to Blackstone all documents, reports, and materials related to the Village Exchange Parcel in Village's possession or reasonably obtainable by Village.
- ii. Environmental Review. Blackstone shall have the right, at its sole cost and expense, to review the environmental condition of the Village Exchange Parcel and to engage consultants of Blackstone's choice to prepare a Phase I Environmental Site Assessment, and any other environmental review, inspection, or testing of the Village Exchange Parcel which Blackstone may deem necessary or appropriate, confirming all improvements on the Village Exchange Parcel and the soils, groundwater and surface waters on, in or under the Village Exchange Parcel do not contain hazardous substances. Village shall provide to Blackstone commercially reasonable access to the Existing Village Property for the purposes of this Environmental Review contingency.
- iii. Physical Inspection. Blackstone may obtain, at its sole cost and expense, one or more physical inspections or tests of the Village Exchange Parcel by a qualified consultant of Blackstone's choice which concludes the Village Exchange Parcel is suitable in all respects for Blackstone's intended use of the Village Exchange Parcel. Village shall provide to Blackstone commercially reasonable access to the Existing Village Property for the purposes of this Physical Inspection contingency.
- iv. Condition of Title.

1. Within fifteen (15) days after the Effective Date, Blackstone shall

obtain, at Village's expense, a title commitment issued by the offices of First American Title Insurance Company NCS downtown Milwaukee, WI (the "**Title Company**") committing to provide an ALTA owner's policy of title insurance, together with copies of all documents listed as exceptions to title (collectively, "**Title Commitment**"), showing good and marketable fee simple title vested in the Village, free and clear of all easements, security interests, title defects, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature (collectively, "**Encumbrances**") except mortgages and related Encumbrances which the Village shall satisfy and cause to be released at or before Closing, and real property taxes and special assessments being prorated or paid at Closing under this Agreement.

2. Prior to the expiration of the Blackstone's Due Diligence Period, as may be extended, Blackstone shall give Village written notice objecting to any condition shown on the Title Commitment ("**Blackstone's Title Notice**"). In the event Village is unable or unwilling to cure any or all of the objections contained within Blackstone's Title Notice, or cause Title Company to insure over at Closing, Village shall so notify Blackstone in writing within five (5) days of receipt of Blackstone's Title Notice ("**Village's Title Response**"). Blackstone may terminate this Agreement by delivering written notice thereof to Village not later than five (5) days after receipt of Village's Title Response ("**Blackstone's Title Approval Date**"). If Blackstone does not terminate this Agreement, due to a title issue, then this contingency shall be satisfied, but if Village does not cause any of Blackstone's title objections to be removed or otherwise cured to Blackstone's satisfaction by the Closing Date in accordance with Village's Title Response, Blackstone may either (A) terminate this Agreement, or (B) waive the objection and close on the Exchange.
3. Any exceptions to the Title Commitment not objected to, approved, or waived by Blackstone pursuant to this Section shall be deemed "Permitted Exceptions" provided, however, the following shall not be included in Permitted Exceptions (and Blackstone shall not be required to object to any of the following): (A) mortgages and related Encumbrances, which Village shall satisfy and cause to be released at or before Closing, (B) real property taxes and special assessments which are required to be prorated or paid at Closing under this Agreement, (C) standard exceptions which can be removed by one or more affidavits of Village to the Title Company, which Village shall be required to provide at Closing, and (D) standard exceptions that are not matters of record title.

- v. Zoning, Governmental Approvals, Permits and Licensing. Blackstone's ability to confirm that Blackstone's intended use of the Blackstone Property does not conflict with or violate any applicable zoning ordinances, laws, regulations, or private restrictions which the Blackstone Property is, or may become, subject to, and Blackstone's ability to obtain all governmental reviews, permits and approvals (collectively, the "Governmental Approvals") necessary for Blackstone's development and intended use of the Blackstone Property, including, but not limited to, general development plan approval, development agreement (including tax incremental financing) approval, and land division/reconfiguration approval. Village agrees to cooperate with Blackstone in obtaining Government Approvals including, without limitation: (i) joining in and/or signing any documents, instruments, applications or petitions required of the owner of the Village Exchange Property related to the Governmental Approvals sought by Blackstone, and (ii) upon the request of the Blackstone, appearing at any hearing in person or by agent to support Blackstone's efforts to obtain Governmental Approvals.
- vi. Financing. Blackstone's ability to obtain debt and equity financing in any form or multiple forms, and in an amount(s) and on terms and conditions acceptable to Blackstone, for the redevelopment/conversion, and operation of the Blackstone Property for Blackstone's intended use.
- vii. Blackstone's Intended Use. Blackstone's determination that Blackstone's plan to develop the Blackstone Property for Blackstone's intended use is financially feasible, and that such development will comply with all applicable codes, laws, rules and regulations, in a manner that is financially feasible.

B. Village Contingencies. The Village's obligation to proceed with the Exchange is conditioned upon satisfaction or waiver of each of "Village's Contingencies" set forth below in this Section 4.B. The Village shall have the right to terminate this Agreement for any reason, or for no reason at all, or if any of Village's Contingencies are unsatisfactory, determined in Village's sole and absolute discretion, exercised by written notice given to Blackstone on, or prior to, ninety (90) days after the Effective Date ("Village's Due Diligence Period"). If the Village fails to give Blackstone notice terminating this Agreement pursuant to any of Village's Contingencies prior to expiration of Village's Due Diligence Period, the Village shall be deemed to have satisfied Village's Contingencies.

- i. Document Inspection. The Village may review all documents and items related to the Blackstone Exchange Parcel and confirm they are acceptable to the Village in all respects, and that it is feasible and financially viable to operate the Blackstone Exchange Parcel for the Village's intended use. Within ten (10) business days after the Effective Date, Blackstone shall deliver to the Village all documents, reports, and materials related to the Blackstone Exchange Parcel in Blackstone's possession or reasonably obtainable by Blackstone.
- ii. Environmental Review. The Village shall have the right, at its sole cost and

expense, to review the environmental condition of the Blackstone Exchange Parcel and to engage consultants of the Village's choice to prepare a Phase I Environmental Site Assessment, and any other environmental review, inspection, or testing of the Blackstone Exchange Parcel which the Village may deem necessary or appropriate, confirming all improvements on the Blackstone Exchange Parcel and the soils, groundwater and surface waters on, in or under the Blackstone Exchange Parcel do not contain hazardous substances.

iii. Physical Inspection. The Village may obtain, at its sole cost and expense, one or more physical inspections of the Blackstone Exchange Parcel by a qualified consultant of the Village's choice which concludes the Blackstone Exchange Parcel is suitable in all respects for the Village's intended use of the Blackstone Exchange Parcel. Access to the Blackstone Exchange Parcel by the Village or any Village agent for purposes of the Village's Contingencies under this Section 4.B. shall require and be subject to commercially reasonable advance notice to, and reasonable coordination with, Blackstone and the current golf course tenant occupying the Blackstone Exchange Parcel.

iv. Condition of Title.

1. Within fifteen (15) days after the Effective Date, the Village shall obtain, at Blackstone's expense, a title commitment issued by the Title Company committing to provide an ALTA owner's policy of title insurance, together with copies of all documents listed as exceptions to title (collectively, "**Title Commitment**"), showing good and marketable fee simple title vested in Blackstone, free and clear of all easements, security interests, title defects, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature (collectively, "**Encumbrances**") except mortgages and related Encumbrances which Blackstone shall satisfy and cause to be released at or before Closing, the PHW ROFO Agreement, and real property taxes and special assessments being prorated or paid at Closing under this Agreement.
2. Prior to the expiration of the Village's Due Diligence Period, the Village shall give Blackstone written notice objecting to any condition shown on the Title Commitment ("**Village's Title Notice**"). In the event Blackstone is unable or unwilling to cure any or all of the objections contained within Village's Title Notice, or cause Title Company to insure over at Closing, Blackstone shall so notify the Village in writing within five (5) days of receipt of Village's Title Notice ("**Blackstone's Title Response**"). The Village may terminate this Agreement by delivering written notice thereof to Blackstone not later than five (5) days after receipt of Blackstone's Title Response ("**Village's Title Approval Date**"). If the Village does not terminate this Agreement, then this contingency

shall be satisfied, but if Blackstone does not cause any of the Village's title objections to be removed or otherwise cured to the Village's satisfaction by the Closing Date in accordance with Blackstone's Title Response, the Village may either (A) terminate this Agreement, or (B) waive the objection and close on the Exchange.

3. Any exceptions to the Title Commitment not objected to, approved, or waived by the Village pursuant to this Section shall be deemed "Permitted Exceptions" provided, however, the following shall not be included in Permitted Exceptions (and the Village shall not be required to object to any of the following): (A) mortgages and related Encumbrances, which Blackstone shall satisfy and cause to be released at or before Closing, (B) real property taxes and special assessments which are required to be prorated or paid at Closing under this Agreement, (C) standard exceptions which can be removed by one or more affidavits of Blackstone to the Title Company, which Blackstone shall be required to provide at Closing, and (D) standard exceptions that are not matters of record title.

5. Land Division/Reconfiguration. The parties acknowledge and agree that to complete the Exchange, the parties must complete one or more land divisions/reconfigurations of the Existing Properties in accordance with all applicable laws, rules, and regulations (the "Land Division"). Within [30] days after the Effective Date, Blackstone shall engage a Wisconsin licensed land surveyor/engineer to prepare a certified survey map, subdivision plat, lot line adjustment or other legally acceptable land division/reconfiguration instrument (the "Land Division Instrument") which divides/reconfigures the Existing Property in substantially the same configuration as depicted in the attached and incorporated Exhibit C, subject to reasonable modifications consistent with Blackstone's plans to develop the Blackstone Property, in a manner reasonably acceptable to both parties in order to facilitate the Exchange. The Land Division Instrument shall be prepared, agreed upon, and approved by the Village on or before the expiration of Blackstone's Due Diligence Period, as may be extended. The parties shall reasonably cooperate to obtain all necessary approvals required to complete the Land Division, which approval shall be a condition precedent to each party's obligation to proceed to Closing. The parties shall equally share all costs associated with the preparation and approval of the Land Division Instrument.

6. Conditions Precedent. Each party's obligation to proceed to Closing is conditioned upon its respective conditions precedent below being met or satisfied on or before the Closing Date, as determined in such party's reasonable discretion. If any of the following conditions are not met as of the Closing Date, the party which such unmet condition benefits may (i) terminate this Agreement by written notice to the other party and upon such termination neither party shall have any further rights, obligations, or liabilities under this Agreement except for those that expressly survive the termination of this Agreement; or (ii) waive such unmet condition and proceed to Closing.

A. Blackstone Conditions Precedent:

i. The Land Division being completed and recorded pursuant to the Land Division Instrument at or prior to Closing, as further provided in Section 5 above.

ii. The parties evaluating and entering into a mutually acceptable public/private partnership agreement for the funding of public infrastructure and other eligible costs utilizing Tax Incremental Financing (“**TIF**”) or other funding sources for the development of the Blackstone Property.

iii. The parties entering into a mutually acceptable Development Agreement for the development of the Blackstone Property.

iv. The Village shall not be in breach or default under this Agreement as of the Closing Date.

v. The Village shall have cured Blackstone’s Title Commitment objections which the Village agreed to cure as provided in Section 4.A.iv.2 above.

vi. The Village’s representations and warranties in this Agreement shall be true and correct as of the Closing Date.

B. Village Conditions Precedent.

i. The Land Division being completed and recorded pursuant to the Land Division Instrument at or prior to Closing, as further provided in Section 5 above.

ii. Blackstone shall not be in breach or default under this Agreement as of the Closing Date.

iii. Blackstone shall have cured the Village’s Title Commitment objections which Blackstone agreed to cure as provided in Section 4.B.iv.2 above.

iv. Blackstone’s representations and warranties in this Agreement shall be true and correct as of the Closing Date.

7. Closing.

A. Closing. The closing of the Exchange (the “**Closing**”) shall occur within thirty (30) days following the satisfaction or earlier waiver of the last of (i) the Village’s Contingencies and (ii) Blackstone’s Contingencies (the “**Closing Date**”) at the offices of the Title Company through a standard escrow closing process (whether in person or by mail/fax/email/overnight delivery), unless another date or place is mutually agreed to in writing.

B. Closing Prorations. The parties acknowledge and agree that other than real estate taxes, there are no rents, private or municipal charges, assessments or other outstanding costs or expenses that affect the Existing Properties. Blackstone shall pay any outstanding real estate taxes assessed for the Existing Blackstone Property for the years prior to the year of Closing

and the Village shall pay any outstanding real estate taxes assessed for the Existing Village Property for the years prior to the year of Closing. With regard to the year of Closing real estate taxes, the parties shall prorate the real estate taxes based upon the most recent year's real estate tax bill as of the Closing Date.

C. Blackstone Closing Deliveries. At Closing, Blackstone shall deliver the following to the Title Company:

1. Special Warranty Deed transferring the Blackstone Exchange Parcel to the Village, subject only to the Permitted Exceptions described in Section 4.B.iv.3, as well as completing the Wisconsin Real Estate Transfer Return information with regard thereto (and cooperate with completing the Wisconsin Real Estate Transfer Return information with regard to the Special Warranty Deed to be provided by the Village pursuant to Section 7.D.2 below);

2. Blackstone's counterpart signature to the Land Division Instrument pursuant to Section 5;

3. Blackstone's counterpart signature to the TIF Agreement pursuant to Section 6.A.ii.;

4. Blackstone's counterpart signature to the Development Agreement pursuant to Section 6.A.iii.

5. A non-foreign certificate in accordance with the provisions of Section 1445 of the Internal Revenue Code;

6. An owner's affidavit as to possession and liens, and a GAP indemnity, in the form(s) required by the Title Company;

7. A signed counterpart of the Closing Statement setting forth the Purchase Price as well as any adjustments, prorations and expenses related to the Exchange as described in this Agreement, and as otherwise required to consummate the transactions contemplated herein; and

8. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement; provided none of said additional documents imposes any cost or obligation upon Blackstone not otherwise specifically imposed upon Blackstone pursuant to the terms of this Agreement.

D. Village Closing Deliveries. At Closing, the Village shall deliver the following to the Title Company:

1. Payment of the Purchase Price (subject to any prorations or adjustments set forth herein) in the form of cash, by certified or cashier's check or by a wire transfer;

2. Special Warranty Deed transferring the Village Exchange Parcel to Blackstone, subject only to the permitted exceptions described in Section 4.A.iv.3, as well as completing the Wisconsin Real Estate Transfer Return information with regard thereto (and cooperate with completing the Wisconsin Real Estate Transfer Return information with regard to the Special Warranty Deed to be provided by Blackstone pursuant to Section 7.C.2 above);

3. The Village's counterpart signature to the TIF Agreement pursuant to Section 6.A.ii.;

4. The Village's counterpart signature to the Development Agreement pursuant to Section 6.A.iii.

5. The Village's counterpart signature to the Land Division Instrument pursuant to Section 5;

6. A non-foreign certificate in accordance with the provisions of Section 1445 of the Internal Revenue Code;

7. An owner's affidavit as to possession and liens, and a GAP indemnity, in the form(s) required by the Title Company;

8. A signed counterpart of the Closing Statement setting forth the Purchase Price as well as any adjustments, prorations and expenses related to the Exchange as described in this Agreement, and as otherwise required to consummate the transactions contemplated herein; and

9. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement; provided none of said additional documents imposes any cost or obligation upon the Village not otherwise specifically imposed upon the Village pursuant to the terms of this Agreement.

E. Closing Costs and Expenses. In addition to any other costs and expenses described elsewhere in this Agreement, each party shall bear its own legal expenses related to this transaction; each party shall pay conveyance and transfer taxes, recording fees, and the premium for an owner's policy of title insurance for the property it is conveying to the other party; and each party shall pay one-half of any escrow fee charged by the Title Company.

8. Leases; Possession; Additional Covenants.

A. Leases. Each party represents and warrants to the other that there are no leasehold interests that affect its respective property, except for the Lease between Blackstone and Blackstone Creek Golf Club, Ltd. ("**Current Blackstone Tenant**") dated September 26, 2022, on the Existing Blackstone Parcel. Notwithstanding the current lease between Blackstone and Current Blackstone Tenant, or any extensions thereof, neither party shall enter into any new leases affecting its respective property prior to the Closing Date unless the other party first consents to same in writing.

B. Possession. Blackstone shall deliver possession of Blackstone Exchange Parcel to the Village at Closing free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to the Village or left with the Village's consent, and subject to tenant's rights, if any, and the PHW ROFO Agreement, if applicable. Village shall deliver possession of the Village Exchange Parcel to Blackstone at Closing free of all debris, refuse, and personal property except for personal property sold to Blackstone or left with Blackstone's consent, if any. The Village shall also remove all existing structures and improvements on the Village Exchange Parcel prior to or no later than Closing in a manner reasonably acceptable to Blackstone. Each party shall have the right to perform a walkthrough of the Exchange Parcels within three (3) days of Closing to confirm the condition of the Exchange Parcels is reasonable acceptable to each party.

C. Additional Covenants Prior to Closing. Following the Effective Date and up to and including the date of Closing, neither party shall, without first obtaining the other parties written consent: (i) permit any additional liens or encumbrances to be recorded against its respective property that is subject to this transaction, or (ii) initiate or consent to the change in any zoning and/or any other governmental law, permit, license, ordinance or regulation applicable to the use, occupation or operation of its respective property that is subject to this transaction, unless otherwise expressly provided herein.

9. Representations and Warranties. In order to induce the parties to submit to this Agreement, each party hereby makes the following representations and warranties to the other party, each of which shall be deemed to be independently material and relied upon by the party to which the same is made, regardless of any investigation made by, or information known to, such party, and upon which such party has relied and without which such party would not have submitted to this Agreement. Each party covenants and agrees that each of the representations are true and correct on the Effective Date and, as a condition precedent to each party's obligation to close, each party shall affirm that each of these representations continue to be true and correct on the Closing Date, and that such representations and warranties shall survive Closing.

A. The Exchange to be consummated pursuant to this Agreement is not in violation of any provision of any agreement to which either party is bound. Each party has complete power and authority to enter into and perform the transactions contemplated by this Agreement according to its terms, and the execution and delivery of this Agreement and the consummation thereof have been duly authorized by all required action. The person or those persons signing below on behalf of each party warrant that they have the authority to act as the agent or agents of the respective party in the Exchange transaction to be consummated pursuant to this Agreement.

B. There are no legal actions, condemnation proceedings, suits or other legal or administrative proceedings pending, or to the respective knowledge of each party, threatened, against each party's respective property that is subject to this Agreement, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on each party's respective property.

C. Except for the PHW ROFO Agreement, neither party has entered into any other contracts for the sale of its portion of the Exchange Parcels, nor are there any rights of first

refusal or options to purchase either party's portion of the Exchange Parcel or any other rights of others that might prevent the consummation of this Agreement.

D. Except for the PHW ROFO Agreement, neither party is a party to, and such party's portion of the Exchange Parcels is not subject to, any contracts or agreements of any kind whatsoever that would be binding upon such portion of the Exchange Parcels or the other party after Closing.

E. Neither party has made a commitment to any governmental authority, utility body, property association or other organization, group, entity or individual relating to its portion of the Exchange Parcels that would impose an obligation upon the other party to install or maintain any improvements of a public or private nature on or off such portion of the Exchange Parcels, or that would limit or adversely affect the permitted uses of such portion of the Exchange Parcels.

F. Other than those warranties and representations specifically set forth in this Agreement, and in the special warranty deeds conveying title to the respective properties, the parties make no other representations or warranties as to the respective properties. Notwithstanding anything contained in this Agreement to the contrary, the consummation of the Exchange at the Closing shall constitute conclusive evidence that the parties are satisfied with the condition of the properties subject thereto. In closing and completing this transaction, the parties have relied exclusively upon their own inspection and reviews, not upon any representation or warranty of the other party or their agents or employees (except as otherwise set forth herein), and shall accept the respective properties in "AS-IS/WHERE-IS" condition with all present and future faults or defects and without representation or warranty by either party. The terms and conditions of this Section shall survive the Closing of the transactions contemplated in this Agreement.

10. Default and Remedies. If either party fails to perform its obligations in accordance with the terms of this Agreement, and such failure continues for thirty (30) days following written notice, or such reasonable period thereafter provided the defaulting party is diligently pursuing remedy, the non-defaulting party may (i) terminate this Agreement, without further liability; (ii) enforce specific performance of this Agreement to cause the defaulting party to perform its obligations under this Agreement; and/or (iii) sue for damages incurred due to the other party's default.

11. Notices. All notices or directions desired or required to be given under this Agreement shall be in writing and personally delivered, sent by commercial overnight courier, or email and directed as follows:

If to Blackstone: Blackstone Creek, LLC
12075 Corporate Pkwy, Ste 250
Mequon, WI 53092
c/o: The Heimat Group, Inc.
Email: joe.lak@theheimatgroup.com
jim.sedgwick@theheimatgroup.com

with a copy to: Carlson Black O'Callaghan & Battenberg LLP
222 W. Washington Ave., Ste. 705

Madison, WI 53703
Attn: Steve Battenberg
Email: steve.battenberg@carlsonblack.com

If to the Village: Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Attn: _____
Email: _____

with a copy to: _____

Attn: _____
Email: _____

Notices personally delivered shall be deemed received when given. Notices sent by email shall be deemed received when given, provided confirmation of receipt of any sent email is received from the recipient himself or herself. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

12. Dates and Deadlines. Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws principles.

14. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out the terms of this Agreement and to fully consummate the transaction contemplated hereby.

15. Severability. In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby but each such term and provision shall be valid and shall remain in full force and effect.

16. Attorney's Fees. If either party commences an action to enforce the terms of, or to resolve a dispute concerning, this Agreement, the substantially prevailing party in any such action shall be entitled to recover from the substantially non-prevailing party all costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorney's fees and court costs.

17. Time of the Essence. Time is of the essence with respect to all dates and deadlines contemplated by this Agreement.

18. Legal Representation. Each party hereto has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

19. Entire Agreement; Modifications. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and includes a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with any such amendment.

20. Assignment. No party may assign this Agreement or any of their rights under this Agreement to any third party without the prior written consent of the other party; *provided, however,* that the parties may assign this Agreement or any of its rights hereunder to any entity (including a trust) controlled by or under common control with the party in question. Notwithstanding each party's assignment rights under this Section 20, the original parties hereto shall remain obligated to transfer each party's respective property as necessary to complete the Exchange. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

21. Waiver. Any waiver with respect to any provision of the Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Agreement.

22. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by electronic mail (i.e., email) shall be deemed to be original signatures for all purposes.

23. Broker Commissions. Blackstone and the Village represent to one another that neither party has engaged any broker or real estate agent or salesperson in connection with this transaction. Blackstone and the Village shall indemnify and hold each other harmless from and against any and all liability and cost, which either party may suffer in connection with any real estate brokers claiming by, through or under the indemnifying party seeking any commission, fee or payment in connection with this transaction.

24. Force Majeure. Time is of the essence for this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of

power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("**Force Majeure**"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date upon which this agreement is fully executed by the parties (the “***Effective Date***”).

BLACKSTONE CREEK, LLC:

VILLAGE OF GERMANTOWN:

By: _____

By: _____

Name: _____

Name: _____

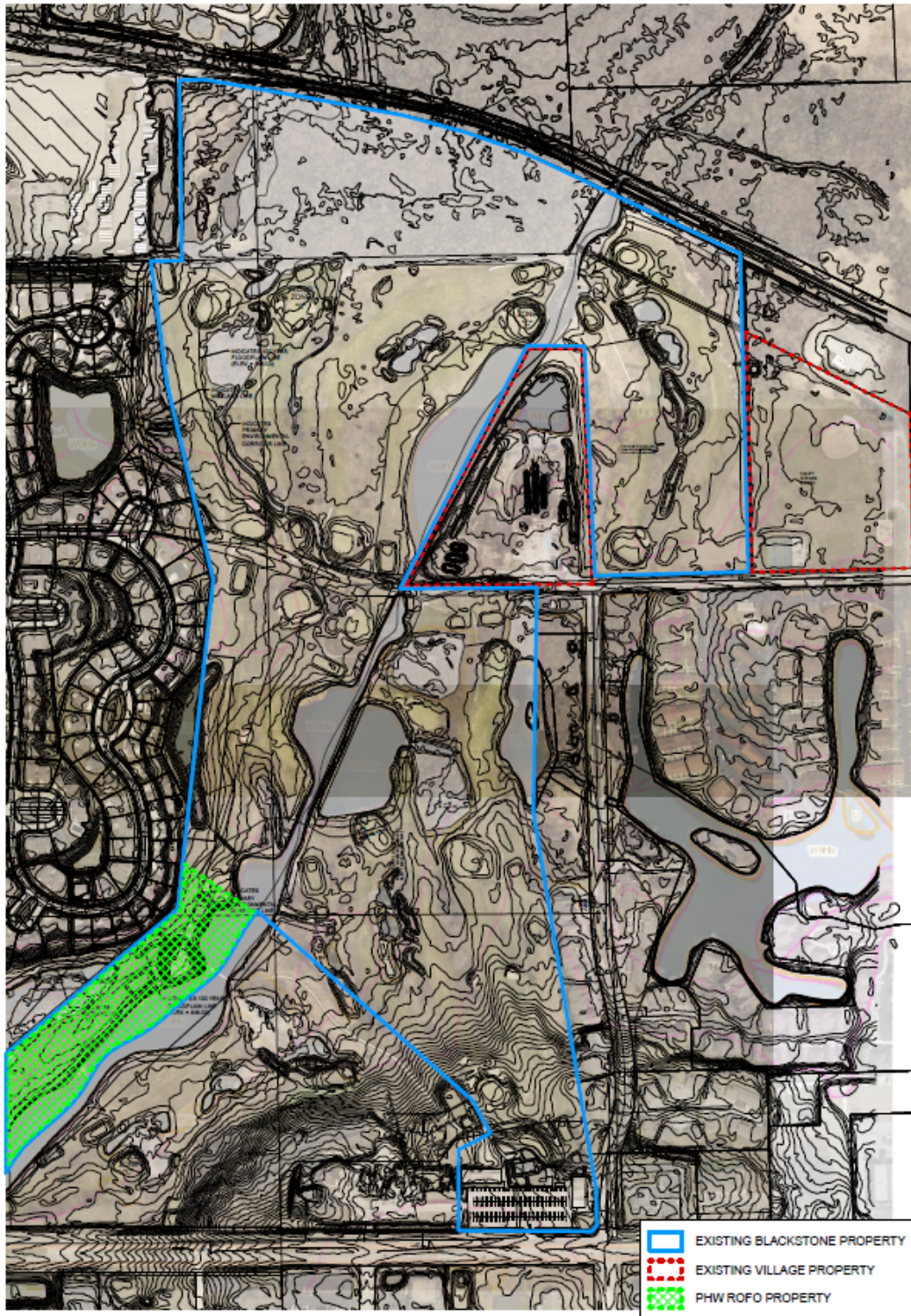
Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - Depiction of Existing Properties



The Kubala Washatko Architects, Inc.
 W61 N617 Mequon Avenue
 Cedarburg, WI 53012
 p: 262.377.6039 | f: 262.377.2954

BLACKSTONE CREEK
 SCALE: 1" = 350'-0"

297120
 JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE
 PURPOSES ONLY.
 ACTUAL EXTENTS AND LIMITS TO BE VERIFIED PER
 CERTIFIED SURVEY MAPPING.

EX-A

EXHIBIT B - Depiction of Exchange Parcels



**TK
WA**
The Kubala Washatko Architects, Inc.
W61 N617 Mequon Avenue
Cedarburg, WI 53012
p: 262.377.6039 | f: 262.377.2954

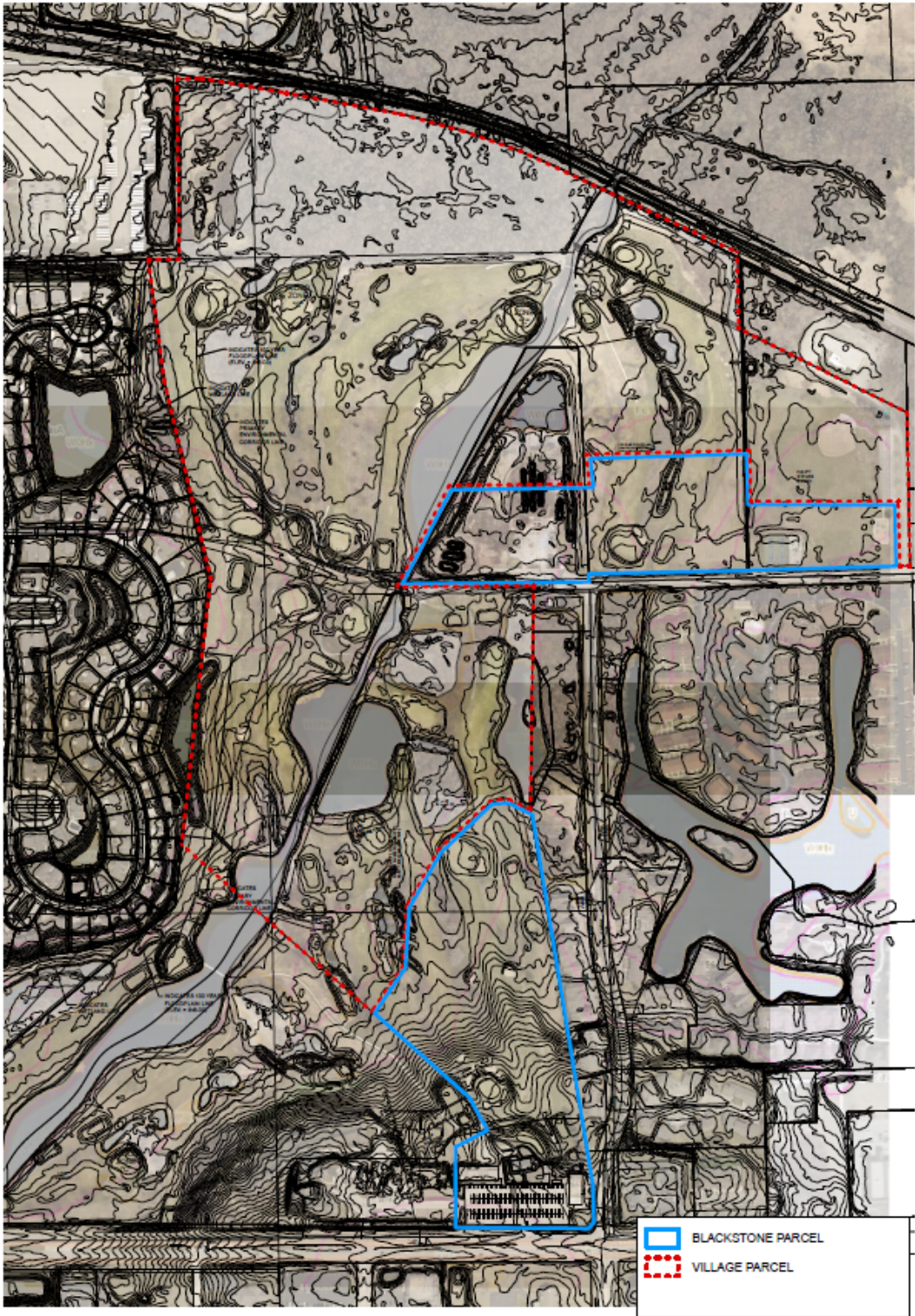
BLACKSTONE CREEK
SCALE: 1" = 350'-0"

237120
JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE
PURPOSES ONLY
ACTUAL EXTENTS AND LIMITS TO BE VERIFIED FOR
CERTIFIED SURVEY MAPPING.

EX-B

EXHIBIT C - Depiction of Final Property Boundaries



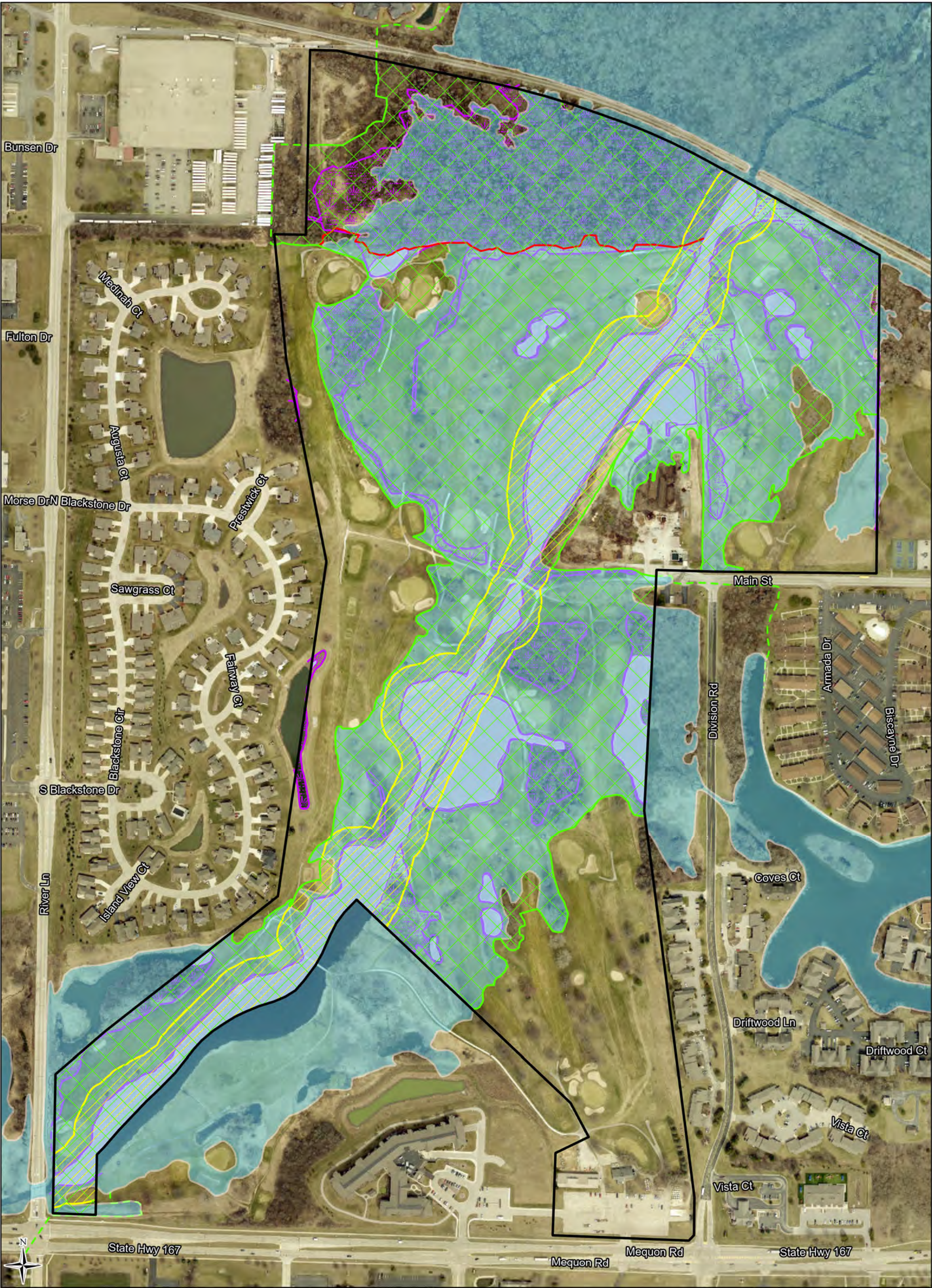
The Kubala Wachafko Architects, Inc.
W51 N517 Mequon Avenue
Cedarburg, WI 53012
p: 262.377.6039 | f: 262.377.2954

BLACKSTONE CREEK
SCALE: 1" = 350'-0"

237120
JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE
PURPOSES ONLY.
ACTUAL EXTENTS AND LIMITS TO BE VERIFIED FOR
CERTIFIED SURVEY MAPPING.

EX-C



- Study Area (164.44 ac)
- Primary Environmental Corridor (PEC) (117.01 ac)
- Navigable Waterway 75' Buffer
- FEMA 1% Annual Floodplain/Zone AE
- Waterway/Waterbody (17.48 ac)
- Off-site PEC Boundary
- Off-site Wetland Boundary
- Woodland Dripline

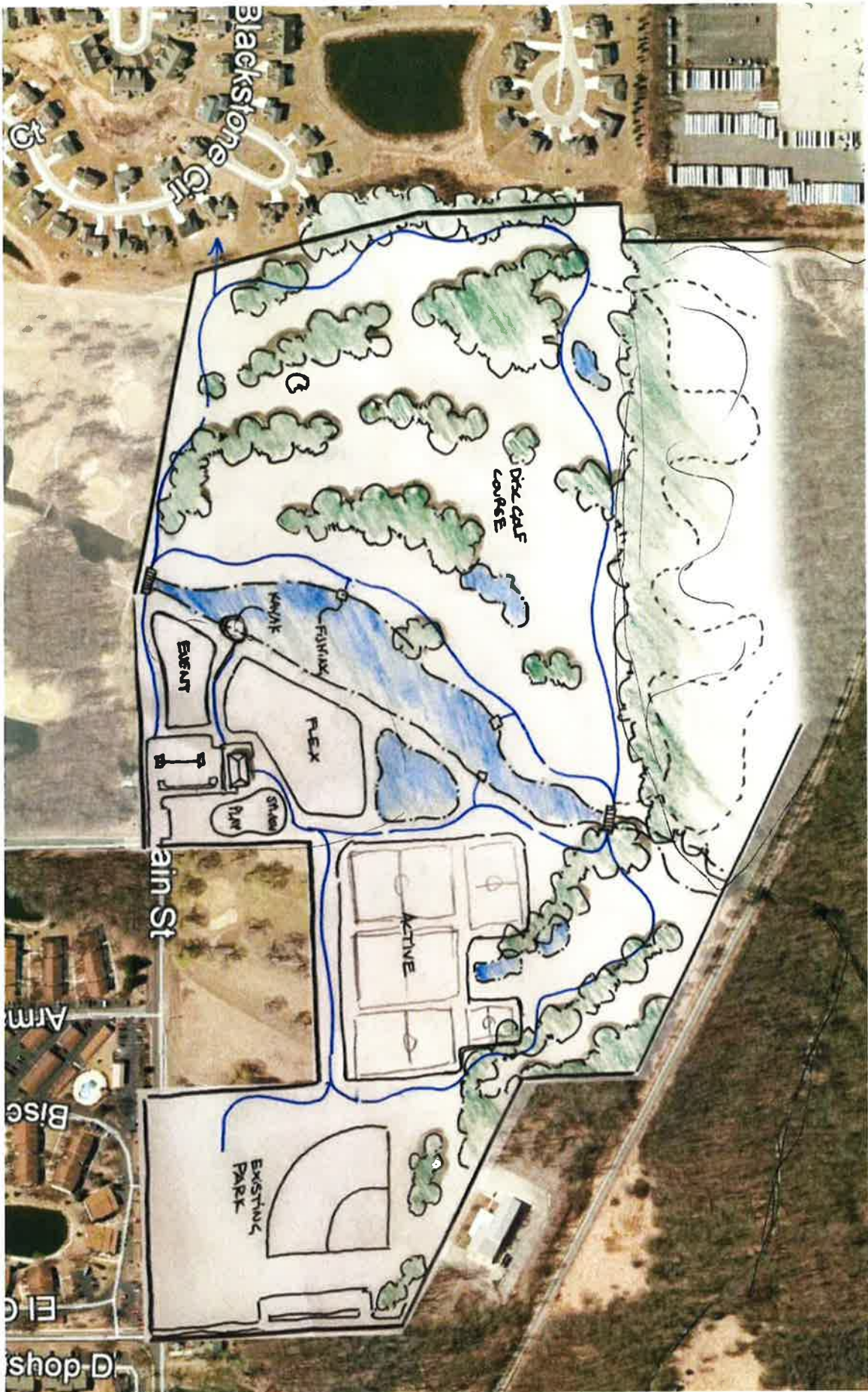


Heartland
ECOLOGICAL GROUP INC

Environmental
Corridors Map

Blackstone Creek Golf Course
Project #20231043
T9N, R20E, S21, 22
V Germantown, Washington Co

2022 NAIP
Washington Co, HEG LRR: NCNE



Walking Paths
Full Pavillion

Toilet Building

Disk Golf or Par 3 Golf

Green Hatch Indicates
Buildable Area

Playground Equipment

Extend Path To Blackstone
Creek Development

Walking Paths

Full Pavillion

Toilet Building

Disk Golf or Par 3 Golf

Green Hatch Indicates
Buildable Area

Playground Equipment

Extend Path To Blackstone Creek Development

Full Pavillion

Toilet Building

Walking Paths

Green Line is the edge of the 100 year Flood Plain

✓ Pavillion
Concessions and Toilets

✓ New Pickleball Courts

Playground Equipment

✓ New Skateboard Park

(2) New Baseball Fields

Rebuild Parking Lot

Area for Potential Development

Reconstruction of West end of Main Street

- Water Activities
 - Kayaking
 - Canoing
 - Paddle Boarding

Fishing Dock

Activity Space

— Potential Football Field

— Alley from the 2050 Plan

— Potential Soccer Fields

Proposed Heimat Development

Huapt Strasse Park EXPANSION OPPORTUNITY

BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: February 19, 2025

PLACEMENT: Action Item

ITEM TITLE: Possible transfer of Knowles Stewardship grant MMSD land from Goldendale to Wilderness Park Discussion & Vote

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The Village Board and the Milwaukee Metropolitan Sewerage District (MMSD) approved the transfer of land around Goldendale Creek owned by MMSD south of Holy Hill Road, west of Goldendale Road, east of I-41 and north of the railroad tracks as part of their Greenseams program from MMSD to the Village. (See attached map.) This parcel was included in the Recreational Trail Plan adopted by the Parks & Rec Commission and the Village Board. As part of development to the northwest of this parcel, the Village will be constructing a road (High Point Pass) from to the railroad tracks that will provide access to the Goldendale Creek parcel. The plan is for High Point Pass to eventually cross the railroad tracks and connect to Friestadt Road.

MMSD purchased the Goldendale Creek parcel using State of Wisconsin Nelson Knowles Stewardship Grant funds that place some restriction on future use of the land. For example, the Village could not build a large indoor sports complex on the property or re-sell it to a developer for a hotel. However, the Village can construct a reasonably sized parking lot, trails, picnic areas and other similar facilities. The Nelson Knowles Stewardship Grant also requires that hunting and trapping be allowed on this property. These requirements transfer with the property to the Village.

As the area around the Goldendale Creek parcel continues to develop and if the amenities like bike trails, nature trails, picnic areas and the like are added, the Village may not want to continue to allow hunting at this location. The DNR, who administers the Nelson Knowles Stewardship Grant program has indicated that the Village could transfer the hunting requirement from the Goldendale Creek parcel to Wilderness Park - if we open Wilderness Park up for hunting. The Village could still allow hunting at Goldendale Creek, but would have the ability to restrict hunting in the future if necessary.

Wilderness Park is currently adjacent to two MMSD Greenseam properties totaling over 200 acres that allow hunting. This makes enforcement of our current No Hunting ordinance for Wilderness Park difficult to enforce. In addition, we do receive calls every hunting season requesting permission to hunt on that Village land. Opening Wilderness Park for hunting would create an open hunting area approaching 500 total acres in the part of the Village designated as our Rural Preservation District that is likely to remain relatively undeveloped well into the future.

ATTACHMENT:

1. Goldendale Creek Parcel

STAFF RECOMMENDATION:

Approve a motion recommending that the Village Board modify the Village Code of Ordinances to allow hunting in Wilderness Park.

ACTION BY Committee:

TRAIL CONCEPT PLAN



BUSINESS OF THE PARK & RECREATION COMMISSION

MEETING DATE: February 19, 2025

PLACEMENT: Action Item

ITEM TITLE: Summer 2025 Program Fees & Charges - Discussion & Action

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 2025 Summer Proposed Fees Charges Report

STAFF RECOMMENDATION:

ACTION BY Committee:

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	FEES & CHARGES SCHEDULE												
2	Season: Summer 2025						Implementation Date: May/June 2025						
3													
4		A-Adult	T-Teen	Y-Youth	PS-Pre-school	TA-Teen/Adult	F-Family		PC-Parent/Child	AY-Adult/Youth		ALL-All ages	
5		TARGET MARKET*							LAST SUMMER				
6	PROGRAM		CURRENT FEE	PROPOSED FEE	PROGRAM HOURS	RATE PER ACTIVITY HOUR	% CHANGE	NUMBER ENROLLED	REVENUE	EXPENDITURES	% SUPPORTING	BALANCE	NOTES
7	Art Start/Fundamentals/Art Explorers	Y	\$65.00	\$85.00	15.00	\$7.22	30.77%	43	\$2,900.00	\$1,127.48	257%	\$1,772.52	Format is changing to 5 days instead of 3 days
8	Babysitters Training	Y	\$70.00	\$70.00	6.50	\$10.77	0.00%	57	\$3,776.50	\$866.98	436%	\$2,909.52	Same fee as Winter/Spring
9	Baseball (Majors/Minors & Softball)	Y	\$52/\$30	\$55/\$35	24.50/8.75	\$2.24/\$4.00	5.77%/16.67%	331	\$23,367.61	\$9,070.14	258%	\$14,297.47	Majors = 3 days, Minors/Softball 1 day per week Jr tball down from 3 days/wk to 2 days. Night tball Fee already approved in WS
10	T-ball (day)	Y	\$52.00	\$52/\$55	16.25/21	\$3.20/2.62	5.77%	22	\$282.00	\$230.00	123%	\$52.00	Co-op with Fire Dept, same fee as winter/spring
11	Basic 1st Aid for Kids/learn not to burn	Y	\$10.00	\$10.00	1.00	\$10.00	0.00%	0					Co-op with Fire Dept, same fee as winter/spring
12	Fire Fighters Are Your Friends	Y	\$10.00	\$10.00	1.00	\$10.00	0.00%	12					Co-op with Fire Dept
13	Learn Not to Burn	Y	\$17.00	\$17.00	3.00	\$5.67	0.00%	51	\$3,800.00	\$2,563.40	148%	\$1,236.60	
14	Basketball Camp - Girl's	Y	\$70.00	\$70.00	10.00	\$7.00	0.00%	46	\$1,926.00	\$757.57	254%	\$1,168.43	
15	Basketball Program - Youth	Y	\$42.00	\$42.00	15.00	\$2.80	0.00%	2	\$16.00	\$0.48	3333%	\$15.52	Fee holds spot, remaining fees payable to Emerging Forward before first class.
16	Breathwork	A	\$8.00	\$8.00	4.00	\$2.00	0.00%						In order to keep the Family Carnival for community enrichment we are taking steps to reduce costs by using volunteer staff (-\$2800) and reducing the number of bouncy houses (-\$1500). We are seeking donations from sponsors to help offset costs. We have secured \$2750 so far.
17	Carnival Night	F	Free	Free	4.0		0.00%	14	\$8,857.40	\$6,559.84	135%	\$2,297.56	Co-op with Men Falls. Men Falls set the fee.
18	Co-ed Flag Rugby	YT	\$61.00	\$61.00	8.00	\$7.63	0.00%	57	\$715.00	\$587.30	122%	\$127.70	
19	Community Band	TA	\$25.00	\$30.00	12.00	\$2.50	20.00%	13	\$3,285.00	\$2,725.00	121%	\$560.00	
20	Crochet classes	Y/A	\$30.00	\$35.00	2.00	\$17.50	16.67%	57	\$409.00	\$273.00	150%	\$136.00	Instructor fee increased.
21	Dance - Children's Program	Y	\$45.00	\$45.00	6.00	\$7.50	0.00%	0	\$2,481.00	\$817.58	303%	\$1,663.42	
22	Disc Golf Extravaganza	F	\$3.00	\$3.00	2.00	\$1.50	0.00%		\$0.00	\$0.00		\$0.00	Offer in conjunction with Youth Futures.
23	Dog Training	A		NA				0	\$0.00	\$0.00		\$0.00	Cancelled. No longer offering
24	Fit in Parks	ALL	FREE	FREE	vary		0.00%	135					
25	FOOTBALL (YOUTH)												
26	Flag Football	Y	\$60.00	\$65.00	25.00	\$2.60	8.33%	163	\$14,022.26	\$7,392.34	190%	\$6,629.92	EARLY BIRD SPECIAL - REGISTER BEFORE JULY 12TH \$10 LESS
27	Flag Football Camp	Y	\$35.00	\$35.00	4.00	\$8.75	0.00%	47	\$1,703.00	\$1,048.10	162%	\$654.90	
28	Little Gridders (fall)	Y	\$40.00	\$42.00	8.75	\$4.80	5.00%	43	\$2,222.00	\$1,037.64	214%	\$1,184.36	EARLY BIRD SPECIAL - REGISTER BEFORE AUG 1 \$10 LESS
29	Girls Fall Volleyball League	Y	\$75.00	\$75.00	16.0	\$4.69	0.00%	99	\$10,080.95	\$3,796.59	266%	\$6,284.36	No Changes to fees EARLY BIRD SPECIAL - REGISTER BEFORE AUG 1 \$10 LESS
30	Golf - Pee Wee	TA	\$42.00	\$42.00	3.75	\$11.20	0.00%	22	\$1,437.00	\$940.50	153%	\$496.50	
31	Golf - Int./Beg/Jr	TA	\$44/\$52	\$44/\$52	3.75	11.73/\$13.87	4.76%/4.0%	11					
32	Golf Lessons - Daytime	A	\$71.00	\$75.00	6.00	\$12.50	5.63%	5	\$733.00	\$352.20	188%	\$380.80	same fee as winter/spring
33	Junior Golf Academy	Y	\$61.00	\$63.00	6.00	\$10.50	3%	6					same fee as winter/spring

	A	B	C	D	E	F	G	H	I	J	K	L	M
4		A-Adult	T-Teen	Y-Youth	PS-Pre-school	TA-Teen/Adult	F-Family		PC-Parent/Child	AY-Adult/Youth		ALL-All ages	
5		TARGE T MARKE T*							LAST SUMMER				
6	PROGRAM		CURRENT FEE	PROPOSED FEE	PROGRAM HOURS	RATE PER ACTIVITY HOUR	% CHANGE	NUMBER ENROLLED	REVENUE	EXPENDITURES	% SUPPORTING	BALANCE	NOTES
34	Gymnastics	Y	\$35/\$47	\$36/\$48	3.0/4.5	\$12/\$10.67	3%/2%	149	\$6,721.34	\$4,016.74	167%	\$2,704.60	Same fee as fall, decreaio to one day a week
35	Health & Wellness Workshops	A	FREE	FREE	1.00		0.00%	15					Dr. Brenda Holland offers FREE Wellness Workshops
36	Henna Tattoo Wkshop	AY	\$8.00	\$8.00	1.00	\$8.00	0.00%	8	\$64.00	\$1.92	3333%	\$62.08	Co-op with Men Falls. Fee holds spot, remaning \$ owed before class starts to help with budget reductions.
37	Hot Wheels Inline Skating	Y	\$45.00	\$45.00	4.00	\$11.25	0.00%	9	\$380.00	\$130.80	291%	\$249.20	
38	Intro to Irish Dance	Y	\$8.00	\$10.00	3.00	\$3.33	25.00%	7	\$56.00	\$1.68	3333%	\$54.32	Fee holds spot, remaining fees payable to Bellator before first class.
39	Kids Triathlon	Y	\$35.00	\$38.00	1.50	\$25.33	8.57%	83	\$3,730.00	\$2,630.52	142%	\$1,099.48	Price increase due to losing medal sponsor
40	Learn Magic w/ Glen Gerard	Y	\$18.00	\$18.00	1.00	\$18.00	0.00%	6	\$114.00	\$75.24	152%	\$38.76	Co-op with Men. Falls.
41	Martin Skills Camps	Y	\$65.00	\$65.00	4.00	\$16.25	0.00%	36	\$2,271.00	\$1,870.20	121%	\$400.80	
42	Middle Eastern Dance	A		NA				4	\$182.00	\$97.20	187%	\$84.80	No longer offering
43	Miss Julie's Music Fun for Families/Babies	F	\$14.00/ \$10.00	\$14.00/ \$10.00	1.00	\$14/\$10	0.00%	83	\$1,691.70	\$1,368.15	124%	\$323.55	Co-op with Men. Falls
44	Miss Julie's Music Fun	PS/PC	\$36.00	\$36.00	2.25	\$16.00	0.00%						Co-op w/ Men Falls
45	Miss Julie's Music Fun Parties	PS	\$18.00	\$18.00	1.00	\$18.00	0.00%						
46	Movies in the Park	F	Free	Free	2.50	Free	0.00%		\$1,500.00	\$1,100.00	136%	\$400.00	MIP is a free event paid for through donations, these totals show a combination of concession stand sales and donations.
47	Oodles of Art	PS	\$42.00	\$42.00	4.00	\$10.50	0.00%	9	\$316.00	\$244.21	129%	\$71.79	Co-op with Men Falls, same fee as spring.
48	SUMMER KIDS KLUB PROGRAMING								\$459,000.67	\$298,058.50	154%	\$160,942.17	
49	Summer Kids Klub	Y	\$35.00	\$36.00	10.50	\$3.43	2.86%	10,645					Fees increased due to increased program supply and staffing costs. Program totals listed above with Summer KK. In addition to daily fee increase, \$13 fieldtrip fee will be assessed on all fieldtrip to cover expenses
50	Traditional Playgrounds	Y	\$200.00	\$300.00	176.00	\$1.70	50.00%	19					
51	Tyke Site PLUS	Y	\$40.00	\$41.00	10.50	\$3.90	2.50%	1323					
52	Traditional Tyke Site	Y	\$200.00	\$300.00	176.00	\$1.70	50.00%	16					
53	7th Grade Adventure Kids Klub	Y	\$42.00	\$43.00	6.00	\$7.17	2.38%	27					
54	Parent Child Basketball/Hoopsters	Y	\$30.00	\$30.00	2.25	\$13.33	0.00%	60	\$1,900.00	\$1,104.00	172%	\$796.00	
55	Pelvic Floor	A	\$16.00	\$16.00	1.25	\$16.00	0.00%	4	\$74.00	\$44.00	168%	\$30.00	
56	Pickleball Lessons	A	\$25.00	\$25.00	3	\$8.33	0.00%	15	\$375.00	\$280.00	134%	\$95.00	
57	Pickleball League	A		NA			0.00%	28	\$560.00	\$190.50	294%	\$369.50	No longer doing
58	Pom Pon Camp	Y	\$50.00	\$52.00	5.00	\$10.40	4.00%	26	\$1,320.00	\$858.00	154%	\$462.00	
59	Pom Pon Camp - Pixies	Y	\$60.00	\$62.00	5.00	\$12.40	3.33%	40	\$2,360.00	\$1,522.00	155%	\$838.00	
60	Safety Town	Y	\$56.00	\$58.00	10.00	\$5.80	3.57%	90	\$5,831.00	\$4,341.78	134%	\$1,489.22	
61	Selling/Buying a Home or Condo	A	FREE	FREE	1.50	FREE	0.00%	0	\$0.00	\$0.00		\$0.00	Co-op with Men Falls.
62	Soccer - Pee Wee/U-6 (fall)	Y	\$40.00	\$42.00	6.00	\$7.00	5.00%	140	\$8,575.81	\$2,260.77	379%	\$6,315.04	Same fee as spring. Early Bird Fee, pay \$10 less if register by 8/8
63	Spikers, Setters, Diggers	Y	\$40.00	\$40.00	16.0	\$2.50	0.00%	32	\$1,304.00	\$785.95	166%	\$518.05	
64	Stay Home Alone	Y	\$38.00	\$38.00	4.00	\$9.50	0.00%	30	\$1,065.00	\$407.75	261%	\$657.25	Co-op with Men. Falls. Same fee as WS.
65	Surge Classes: Yoga	AT	\$10.00	\$10.00	4.0	\$10.00	0.00%	16	\$160.00	\$4.80	3333%	\$155.20	Fee holds spot, remaining fees payable to Surge before first class.
66	Tae Kwon Do Kids/Families	YF	\$25/\$50	\$30/\$55	4.50	\$6.67/\$12.22	20%/10%	23	\$604.00	\$23.00	2626%	\$581.00	Offered in conjunction with JK Lee, same fee as winter/spring
67	Tech Classes	AY	\$62/\$67	\$62/\$67	4.00	\$15.50/16.75	0.00%	39	\$2,477.00	\$1,923.50	129%	\$553.50	

	A	B	C	D	E	F	G	H	I	J	K	L	M
4		A-Adult	T-Teen	Y-Youth	PS-Pre-school	TA-Teen/Adult	F-Family		PC-Parent/Child	AY-Adult/Youth		ALL-All ages	
5		TARGET MARKET*							LAST SUMMER				
6	PROGRAM		CURRENT FEE	PROPOSED FEE	PROGRAM HOURS	RATE PER ACTIVITY HOUR	% CHANGE	NUMBER ENROLLED	REVENUE	EXPENDITURES	% SUPPORTING	BALANCE	NOTES
68	Teen Trips												Teen trips cancelled due to low enrollment
69	Bear Paw Adventure Park	T						0	\$0.00	\$0.00		\$0.00	
70	Skyzone Field Trip	T						0	\$0.00	\$0.00		\$0.00	
71	Tennis -Youth/Teen/Pee Wee/Mighty	Y	\$35/\$40/\$45	\$35/\$40/\$45	4.0/6.0/8.0	8.75/6.67/5.63	0.00%	358	\$19,121.00	\$13,955.51	137.01%	\$5,165.49	
72	Tennis - Adults/Cardio	A	\$65.00	\$65.00	10.00	\$6.50	0.00%						
73	Tennis - Youth Competitive Lg	Y	\$95.00	\$95.00	48.00	\$1.98	0.00%						
74	Tree Climbing	AY	\$47.00	\$48.00	2.00	\$24.00	2.13%	24	\$1,111.00	\$860.43	129%	\$250.57	Same fee as spring
75	Verbal defense Against Bullies	Y	\$10.00	\$10.00	1.00	\$10.00	0.00%	7	\$56.00	\$2.10	2667%	\$53.90	Offered in conjunction with JK Lee
76	Volleyball Camps - Girls	Y	\$63.00	\$63.00	5.00	\$12.60	0.00%	81	\$7,825.00	\$4,406.50	178%	\$3,418.50	
77	Volleyball Camp - High School	Y	\$75.00	\$80.00	8.00	\$10.00	6.67%	32					Making all vball camps the same amounts.
78	Volleyball Camp - Boys	Y	\$65/\$87	\$63/\$80	5.0/8.0	\$12.60/\$10.00	-3% / -8%	41					Boys camp 4 days instead of 5, amounts to match girls camp
79	Wrestling Camp	Y	\$50.00	\$52.00	10.50	\$4.95	4.00%	18	\$913.00	\$689.60	132%	\$223.40	
80	Youth Martial Arts	Y	\$10.00	\$10.00	4.00	\$2.50	0.00%	3	\$50.00	\$1.50	3333%	\$48.50	
81	Little Tykes Martial Arts	Y	\$10.00	\$10.00	4.00	\$2.50	0.00%	2					
82	Youth Police Academy	YA	\$20.00	\$20.00	15.00	\$1.33	0.00%	26	\$520.00	\$405.60	128%	\$114.40	
83	TOTALS								\$617,703.24	\$386,023.09		\$231,680.15	

	A	B	C	D	E	F	G	H	I	J	K	L	M
4		A-Adult	T-Teen	Y-Youth	PS-Pre-school	TA-Teen/Adult	F-Family		PC-Parent/Child	AY-Adult/Youth		ALL-All ages	
5	PROGRAM	TARGE T MARKE T*	CURRENT FEE	PROPOSED FEE	PROGRAM HOURS	RATE PER ACTIVITY HOUR	% CHANGE		LAST SUMMER				
6								NUMBER ENROLLED	REVENUE	EXPENDITURES	% SUPPORTING	BALANCE	NOTES
84								NEW PROGRAMS					
85	Fit in Parks - Hatha Yoga							A		Free	0.75		
86	Fit in Parks - Kubb	YA		Free	1.00								Learn how to play your new favorite yard game. Sometimes referred to as "Viking Chess," Kubb is a simple and fun game that shares characteristics of bowling. Kubb is a great outdoor game for all ages and skill levels.
87	Fit in Parks - Soma Breathwork Meditation	A		Free	0.75								Learn the basics and proper technique of SOMA Breath breathwork meditation. By practicing SOMA Breath you can actually protect against disease, balance emotion (especially good for stress), and help be in "flow."
88	Fit in Parks - Stroller Strong	PS		Free	0.75								Join Dr. Monica from Moving Like A Mother Physical Therapy and Wellness in a 40 min fun and energizing stroller fitness class designed for moms and their little ones (ages 2 and under)! This full-body workout combines strength, cardio, and core exercises—perfect for rebuilding strength post-baby while keeping your child engaged.
89	Sporties for Shorties	PS		\$30.00	6.00	\$5.00							Basic skill development, group cooperation, introduction to new sports and having a great time will be emphasized. A new game or sport will be introduced each week.
90	Fun game Frenzy	Y		\$30.00	6.00	\$5.00							Come have fun playing some outdoor games with a twist. Games like shaving cream dodgeball, water balloon crossfire, & more.
91	Crochet an Animal Class	YA		\$35.00	2.50	\$14.00							Learn some new crochet techniques and make a cute Hedgehog. You will learn to read a pattern and chart, gauge swatches, and learn terminology. Also offered WS.
92	Fieldtrip to Highway Garage	PS		Free	1.00								See all the trucks that are used in the sandbox (such as bucket trucks, loaders, excavators and more) in their real form. Children will get a chance to climb onto them, sit behind the wheel and experience their flashing lights.
93	Germantown Youth Soccer Camp	Y		\$95.00	8.00	\$11.88							Held in conjunction with GHS Varsity Coach James Davis. Campers will work on possession, defensive transition, out fo possession and offensive possession. Each day will conclude with campers competing in MLS and World Cup matches.
94	NOTE: * = taxable												
95													
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Directors Report- Feb. 2025

Contracts:

I developed an RFP for our need for port a potties in the parks, and sent out to Port A John, Arnolds Environmental Services and Nationwide Waste Service. Three companies that service the Germantown area. You can see Port A John quote of \$11,100. Arnolds Environmental Services \$18,802, Nationwide Waste Service \$34,979.

Port a john will start setting up and servicing our port a potties come April 1st.

Landscape Maintenance for the nine village parks. I sent out an RFP to three different companies for weed control, fertilization, aeration, for all the Village Parks. Part of the contract calls for special treatment of the Football Fields, and Soccer fields at Freidenfeld. The RFP was sent out to Total Lawn Care, David Franks Landscaping and Evan Corbin Lawn care. All three are local landscape companies. They are required to submit a quote by February 14th. The quote will be for a two year contract, 2025 & 2026.

Will be developing RFP to do fence replacement and adding dugouts to Freidstadt Park, and Kinderberg Park as well as adding netting above the backstop at both of these parks similar to Haupt Strasse and Friedenfeld. Will also add top dress 40 cy of baseball infield mix which keeps the fields playable when heavy rains hit. I have \$43,000 to work with.

Music at the Pavilion: Staff and I have been working on filling out the Summer line up for concerts for our Music at the Pavilion series. Tentative dates for these concerts are June 5th, 19th, 26th, July 17th, August 7th, and last concert scheduled for August 21st. The Kiwanis will have a concert for their Taste of Germantown in which Parks and Recreation puts on a summer carnival in cooperation with the Kiwanis. Not all contracts have been finalized but the band line up looks like this. Bella Cain, Love Monkeys, Cherry Pie, 33 RPM, Rebel Grace and the Britins. The cost to bring these six bands to Germantown is \$31,200 and so far we have raised about \$24,000. There are other sponsors out there we are still waiting to hear back from. I would ask this Commission to look into their companies they work for to see if they would be a sponsor. Or if you would get me whoever I would talk to information I will reach out to them. Or if you know of any other company, corporation, or business that might be willing to be a sponsor please let me know. Beer Capitol will provide us with the beer to sell as they have last few years. We will use volunteer organizations to sell the beer and their group gets to keep the tips. This has served these volunteer groups well. If you have a group looking for volunteer opportunities and able to make some revenue please let me know. We have several food vendors who have signed up to be a food vendor.

Community Garden: I have reached out to our Community Gardeners to apply for their garden spots. We have a total of 28 garden slots, 12 of them are 10x20 foot plots and 16 of them are 20x20 foot plots. So far I have about 24 of the 28 plots filled. I haven't put out word to the public yet, giving the past gardeners the opportunity first to get their same plots back. I have scheduled a Community Garden meeting for March 6th, 6pm at the Firemen Park new Shelter. DPW will provide compost and leave an old truck where the bed is used for dumping weeds.

Farmers Market: Will be sending out applications to the past vendor participants to be part of our Farmers Market. The Market opens the first Saturday in May and runs until the last Saturday in October. I will be attending a Farmers Market Managers meeting February 25th at the Oak Creek Civic Center. I will get to meet several Farmers Market Managers from different

Wisconsin towns/villages where we have round table discussions and share ideas. Also the state always has new rules and tax information that I have to pass along to the vendors.

Bollards: Hoping before the summer season hits to have bollards placed on the sidepath entry ways that lead into Kinderberg park. There are five entry ways into the park that vehicles can drive in from the streets.

The bollards we are looking at are the same ones Wauwatosa Park and Recreation uses in their parks. They have had great success with their bollards and keeping traffic out of their park sidepaths. Total Lawn Care is developing a plan to create at least a 40 foot barrier on both sides of the sidepath where the bollards will be placed. This will hopefully keep traffic from driving Around the bollards onto the grass. The barriers will consist of boulders and trees spaced out enough for maintenance to be able to move in between when mowing, but not allowing cars to pass thru. This will give the park a natural look as well.

Recreation Division Report February 19, 2025 Commission Meeting

We have the following programs starting/ongoing in February and include: Tae Kwon Do, Adventure in Art, Babysitters Training, Fire Fighters are Your Friends, Barre Fitness, Cut the Cord, The Camera in your Smartphone, Ipad Tips & Tricks, You have Pictures in your Camera- now What, Kickstart Skills for School, Pizza Making, Parent Child basketball, Music Fun, Music Fun for Families/Babies, Oodles of Art, , Basic First Aid for Kids, Sweetheart Party for Tots, Tot Time, Dance it Out, Afterschool Volleyball (3 sites), Afterschool Legos (2 sites), Yoga, Mastering your Core, and Snowman/Snow Creature Building Contest.

Our 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, Pickleball, Indoor Tennis

Upcoming events include the following:

Dance Recital: Wednesday, March 12th at the GHS Performing Arts Center at 6:30 p.m. We have 85 dancers in the program. The theme this year is "Wild about Dance".

Poms Performance: Tuesday, March 4th at GHS gym. We have 155 youth in the program who will perform.

Easter Egg Hunt: Saturday, April 5th at Firemen's Park starting at 11:00 a.m. sharp. We could use some volunteers for that day, arrive at Firemen's Indoor Pavilion at 9:30 a.m. to help hide eggs, hunt is at 11:00 a.m. by 11:45 a.m. we should be cleaned up.