VILLAGE OF MENOMONEE FALLS
NOTICE OF PUBLIC MEETING

www.menomonee-falls.org

GENERAL GOVERNMENT COMMITTEE
Menomonee Falls Village Hall, Room 2245
W156N8480 Pilgrim Road, Menomonee Falls, WI
Monday, February 2, 2026 5:30pm

Note: Committee Chairpersons are asked to enter the date in which each item is to go before the Village Board (V.B.) when applicable.

1. Consideration of Old Falls Village Ground Lease agreements for 2026.

   a. Ground Lease agreement between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc for 2026.

   V.B. Action 02/02/2026 V.B. Report _____ Hold in Committee ☐

   b. Ground Lease agreements between the Village of Menomonee Falls and the Menomonee Falls Historical Society for 2026.

   V.B. Action 02/02/2026 V.B. Report _____ Hold in Committee ☐

2. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.

No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.

General Government Committee **1. a.**

Meeting Date:	02/02/2026
Topic:	Old Falls Village Ground Leases
From:	Mark Fitzgerald, Village Manager
Department:	Administration
Date of Committee Action (if required):	02/02/2026
Date of Village Board Action (if required):	02/02/2026

Information

Subject:

Ground Lease agreement between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc for 2026.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

2026 Ground Lease - VMF and FOFV

2026 Ground Lease - VMF and MFHS

GROUND LEASE

This GROUND LEASE (the "Lease") is by and between the Village of Menomonee Falls ("Lessor") and Friends of Old Falls Village, Inc. ("Lessee") It is effective as of the date determined in Section 2 below. It is based on the following.

RECITALS

A. Lessor is the owner of certain real estate commonly known as Old Falls Village, which is located at N96 W15791 County Line Road in the Village of Menomonee Falls (the “Property”). The Property is further identified by Tax Key Number MNFV0009998.

B. The Lessor owns and maintains the Property as a special use park. A number of structures of historic significance to the Village of Menomonee Falls are located on the Property. It is the original location of certain structures collectively known as the Miller-Davidson House and related structures. The Village or other parties have also relocated a number of structures of local historic significance to the Property to preserve them for the cultural benefit of Menomonee Falls residents, the general public, and visitors to the Village of Menomonee Falls.

C. In addition to the Property, Lessor owns and maintains 15 other public parks, totaling 293 acres, by providing general landscape services including grass and tree maintenance, garbage removal, snow removal, and other basic services for the community. Lessor does not operate a recreation department and therefore does not provide recreational community programming for any parkland.

D. Given the nature of the Property and the historical amenities of the Property, the Lessor wishes to promote an entrepreneurial approach to generate active and passive uses of the Property to benefit the general public.

E. The Menomonee Falls Historical Society (“MFHS”) is a local affiliate member of the Wisconsin Historical Society and a 501(c)(3) charitable organization focused on promoting the local history of the Village, and to (1) operate, manage, support and improve the buildings and grounds of the Property and (2) provide recreational and educational events and opportunities at the Property such as reenactments of historical events and tours of historic buildings located at the Property.

F. Lessee is also a local affiliate member of the Wisconsin Historical Society and a 501(c)(3) charitable organization organized by certain members of MFHS in 2022 for the purpose to (1) operate, manage, support and improve the buildings and grounds of the Property and (2) provide recreational and educational events and opportunities at the Property such as reenactments of historical events and tours of historic buildings located at the Property.

G. Due to budgetary and other constraints, the Lessor has found it increasingly difficult to devote sufficient resources for the ideal development and management of the Property. Lessor seeks to endow, maintain, develop and manage the special use park and the historic structures and related facilities on the Property to preserve the Property

for the use by and the benefit of Menomonee Falls residents and visitors to Menomonee Falls, and to hold events and programs to attract visitors to Menomonee Falls.

H. In 2025, Lessee leased the Property in conjunction with MFHS. In order to continue to promote the development of the Property, Lessor will continue to divide the use of the Property between Lessee and MFHS with a specific use calendar for the 2026 calendar year.

I. The Board of Trustees of the Village of Menomonee Falls finds that it is in the public interest of the residents to enter into this lease with the Lessee.

NOW, THEREFORE, for good and valuable consideration and the respective promises of the parties set forth in this Lease, the Lessor and Lessee agree as follows:

1. Leased Premises.

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the Property more commonly known as Old Falls Village Park located on County Line Road, subject to the limitations herein.

2. Commencement Date.

This Lease shall commence on the date signed by the Village Manager.

3. Term.

A. Term. The term of this Lease shall begin on the Commencement Date and shall expire on December 31, 2026 (the "Term").

B. No Renewal Term(s). This lease shall expire following the Term and shall not automatically renew absent a written agreement stating otherwise.

4. Use of Leased Premises.

A. General. The Lessee shall use the Property consistent with its primary purposes: to operate a special use park; to construct, endow, maintain and operate Old Falls Village, its structures of local historic significance, and any related facilities constructed or managed by Lessee as part of its operations; and to promote historic, recreational, cultural, educational activities and tourism at the Property. This may include use of the Property for related ancillary functions such as concessions, storage, offices, meeting space, gift shop, food service, restrooms, performance spaces, special event spaces, camping, other onsite temporary residential uses, and other lawful purposes consistent with the Lessee's primary purposes.

B. Specific. Lessee and MFHS created the calendar attached as Exhibit A ("Joint Calendar") for the purpose of determining the cooperative schedule of events for 2026. Lessee is explicitly permitted to operate on the Property

on the days and times identified on the Joint Calendar as Lessee's events shown in orange. Lessee is prohibited from operating on the Property on all other days, unless coordinated with and approved by MFHS for maintenance efforts on setup and cleanup days only. Lessee understands that it is prohibited from operating on the Property at the same time as MFHS's actual events. Lessee is allowed to work in their office on the Property but may not interfere with MFHS. Both FOFV and MFHS may amend the Joint Calendar, if both parties specifically agree, without the further consent of the Lessor.

5. Provision of Alcohol.

Lessor grants permission to Lessee to utilize the Property as a licensed premise for the provision of alcoholic beverages during the events identified in Section 4.B. of this Lease. Prior to utilizing the Property for the provision of alcohol, Lessee shall obtain any and all licenses and permits necessary to operate a licensed premise pursuant to state and local law. When Lessee is operating the Property as a licensed premise, Lessee shall have full authority and control of the Property as it relates to the provision of alcohol beverages and may not transfer or assign this authority or control to any third party.

6. Cooperation With MFHS.

Lessee understands that Lessor has also entered into a lease identical to this Lease with the MFHS and that the Lessee's right to use the Property is subject to its cooperation with MFHS. Lessor does not make any representations as to quiet enjoyment beyond the events listed in Section 4(b) above. Lessee agrees that its use of the Property beyond the events listed in Section 4(b) above is subject to the potential interference by the MFHS.

7. Lessor's Option to Terminate.

A. The Lessor may terminate this Lease if it determines that a conflict between Lessee and the MFHS is harming the operation, management or marketing of the Property in such a manner that does not maximize opportunities to achieve and sustain revenue from the operations of the Property and the promotion of tourism at the Property and in the Village of Menomonee Falls by attracting, promoting, and contracting for historic, educational, cultural and recreational events and activities.

B. Lessor may terminate this Lease at any time upon written notice if Lessee fails to comply with the terms of this Lease and such failure is unresolved for more than forty-five (45) days after the date notice of such breach is mailed to Lessee by first class mail.

8. Maintenance of the Property.

The Property shall be maintained in a reasonably safe and serviceable condition to allow for continued use of the Property by the public. All building repairs shall be completed in compliance with this Lease.

A. Village Obligations. The Village shall continue to provide the level of snow removal service consistent with previous years. The Village shall also retain responsibility for maintenance of the detention pond on the west side of the Property.

B. Event Maintenance. Lessee use of the Property shall not damage the exterior or interior of any buildings on the Property. Lessee shall perform general housekeeping services before and after events in accordance with reasonable levels of cleanliness and service expected of a facility that is intended to attract members of the public.

C. Grounds Maintenance. Lessee shall be responsible for all general grounds maintenance of the Property. This includes maintenance of all grass, gardens, trees, and other vegetation on the Property, and maintenance of any paved or otherwise improved surfaces. Lessee is familiar with and accepts the manner in which the Lessor has historically maintained the Property and agrees to maintain the Property in a similar manner. MFHS may also assist in maintaining various gardens on site in cooperation with FOFV.

i. Approval of Lessor. Lessee must obtain approval of the Lessor for grounds maintenance that exceeds routine grass cutting, trimming and weed control. This would include grounds maintenance, as determined by Lessor, such as major tree trimming, tree removal, invasive species eradication, ditching, and stormwater control. Lessee shall deliver to the Lessor a plan for the non-routine grounds maintenance for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of Lessee to complete grounds maintenance upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of the Property. Lessee understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.

ii. Meet Regularly. Lessor shall meet regularly with Lessee to discuss and help coordinate necessary grounds maintenance. These meetings are required as called, and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

Lessor will not approve plans for necessary grounds maintenance unless discussed first with Lessee.

iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.

D. Building Maintenance. MFHS shall be responsible for all regular and routine maintenance on the buildings.

E. Building Repair. MFHS shall also be responsible for all necessary repair to roofs, siding, foundations, doors, windows, and all interior finishes and systems (HVAC, electrical, plumbing and alarms) when required by reason of need from deterioration or damage.

i. Approval of Lessor. MFHS must obtain approval of the Lessor for all necessary repair of buildings. MFHS shall deliver to the Lessor a plan for the necessary building repair for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of MFHS to repair buildings upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of all such buildings. MFHS understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.

ii. Meet Regularly. Lessor shall meet regularly with MFHS to discuss and help coordinate necessary repair of buildings. These meetings are required as called, and MFHS must attend or reasonably reschedule the meetings to the satisfaction of the Lessor. Lessor will not approve plans for necessary repair of buildings unless discussed first with MFHS.

Lessor shall also meet regularly with Lessee to discuss and help coordinate Ground Maintenance on the Property. These meetings are required as called and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.

F. Improvements. In 2026, Lessee shall not have authority to remodel or make alterations and additions to the condition, operations or use of the Property, as determined by Lessor.

9. Indemnification and Insurance.

Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all injury, loss, claim or damage to or by any person or property while on the Property, or otherwise if occasioned by an act or omission of Lessee, or anyone claiming by, through, or under Lessee; to maintain commercial general liability insurance, with a combined single limit of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage, made by or on behalf of any person, firm, or corporation, arising from, related to, or in any way connected with the Property or the conduct or operation of the business of Lessee and, in addition, and in like amounts, covering the contractual liability of Lessee under the aforesaid hold harmless clause; and, following the completion of any construction, to maintain insurance, against all risks of direct damage, including loss of damage by fire or other casualty, with extended coverage, vandalism, malicious mischief, and such other endorsements as Lessor may from time to time require, covering the Property, in amounts at least equal to the full replacement cost thereof, without deduction for depreciation, with a deductible not to exceed $25,000, and including a replacement cost endorsement sufficient to avoid all coinsurance provisions of the subject insurance policies. All such insurance shall name Lessor as an additional insured thereunder, and shall provide that it will not be subject to cancellation, termination, or charge, except after at least thirty (30) days prior written notice to Lessor. A certificate evidencing such insurance shall be delivered to Lessor on or before the commencement date.

10. Miscellaneous Provisions.

A. Utility Service. Lessor shall maintain and provide all utility services, including electricity, sewer, and water service.

B. Public Access. The Property is to remain open and accessible to the public when not in use by Lessee. To the extent applicable, Chapter 66 [Parks and Recreation] of the Village's Municipal Code remains applicable to the Property at all times.

C. No Encumbrances. Lessee shall not encumber, mortgage, assign, or otherwise convey its interest in this Lease without prior written consent of the Lessor. Nothing herein contained shall make Lessee the agent of Lessor for the purpose of binding the Property for the payment of contractor's, subcontractor's, mechanic's or materialmen's liens; and any improvements or repairs made to the Property by the Lessee.

D. Lessor's Access to Leased Premises. Nothing in this Lease shall restrict the Lessor's right to access the Property for any reasons whatsoever.

E. Partial Invalidity. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term

or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

F. Remedies Cumulative. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given statutes, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

G. No Waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

H. Lessee shall maintain its status as a charitable, non-profit organization for the duration of this lease and shall provide proof of its status upon request by Lessor. Upon execution of this lease, Lessee fully acknowledges that Lessee's primary mission is to promote the local history of the Village of Menomonee Falls and support the vitality of Old Falls Village. If Lessee ceases to function as a charitable, non-profit organization, then all physical assets and financial assets of Lessee shall be transferred and endowed to Old Falls Village as provided by law in Wisconsin Statutes § 44.03(3).

11. Notice.

Any notice required to be given under this Lease by any party shall be given in writing and shall be: (a) personally delivered; (b) sent by facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by first class mail postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices are as follows:

A. If to the Lessor, to:

Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
Attention: Village Manager

B. If to the Lessee, to:

Friends of Old Falls Village
N96W15791 County Line Road
Menomonee Falls, WI 53051
Attention: FOFV President

12. Entire Agreement.

This Lease contains the entire agreement between the parties, and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to in this Lease.

SIGNATURES

LESSOR: Village of Menomonee Falls

By: _____ Date: _____

Mark Fitzgerald, Village Manager

LESSEE: Friends of Old Falls Village

By: _____ Date: _____

President

GROUND LEASE

This GROUND LEASE (the "Lease") is by and between the Village of Menomonee Falls ("Lessor") and Menomonee Falls Historical Society ("Lessee") It is effective as of the date determined in Section 2 below. It is based on the following.

RECITALS

A. Lessor is the owner of certain real estate commonly known as Old Falls Village, which is located at N96 W15791 County Line Road in the Village of Menomonee Falls (the “Property”). The Property is further identified by Tax Key Number MNFV0009998.

B. The Lessor owns and maintains the Property as a special use park. A number of structures of historic significance to the Village of Menomonee Falls are located on the Property. It is the original location of certain structures collectively known as the Miller-Davidson House and related structures. The Village or other parties have also relocated a number of structures of local historic significance to the Property to preserve them for the cultural benefit of Menomonee Falls residents, the general public, and visitors to the Village of Menomonee Falls.

C. In addition to the Property, Lessor owns and maintains 15 other public parks, totaling 293 acres, by providing general landscape services including grass and tree maintenance, garbage removal, snow removal, and other basic services for the community. Lessor does not operate a recreation department and therefore does not provide recreational community programming for any parkland.

D. Given the nature of the Property and the historical amenities of the Property, the Lessor wishes to promote an entrepreneurial approach to generate active and passive uses of the Property to benefit the general public.

E. The Lessee is a local affiliate member of the Wisconsin Historical Society and a 501(c)(3) charitable organization focused on promoting the local history of the Village, and to (1) operate, manage, support and improve the buildings and grounds of the Property and (2) provide recreational and educational events and opportunities at the Property such as reenactments of historical events and tours of historical buildings located at the Property.

F. Friends of Old Falls Village (“FOFV”) is also a local affiliate member of the Wisconsin Historical Society and a 501(c)(3) charitable organization organized for the purpose to (1) operate, manage, support and improve the buildings and grounds of the Property and (2) provide recreational and educational events and opportunities at the Property such as reenactments of historical events and tours of historic buildings located at the Property.

G. Due to budgetary and other constraints, the Lessor has found it increasingly difficult to devote sufficient resources for the ideal development and management of the Property. Lessor seeks to endow, maintain, develop and manage the special use park and the historic structures and related facilities on the Property to preserve the Property

for the use by and the benefit of Menomonee Falls residents and visitors to Menomonee Falls, and to hold events and programs to attract visitors to Menomonee Falls.

H. In 2025, Lessee leased the Property in conjunction with FOFV. In order to continue to promote the development of the Property, Lessor will continue to divide the use of the Property between Lessee and FOFV with a specific use calendar for the 2026 calendar year.

I. The Board of Trustees of the Village of Menomonee Falls finds that it is in the public interest of the residents to enter into this lease with the Lessee.

NOW, THEREFORE, for good and valuable consideration and the respective promises of the parties set forth in this Lease, the Lessor and Lessee agree as follows:

1. Leased Premises.

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the Property more commonly known as Old Falls Village Park located on County Line Road, subject to the limitations herein.

2. Commencement Date.

This Lease shall commence on the date signed by the Village Manager.

3. Term.

A. Term. The term of this Lease shall begin on the Commencement Date and shall expire on December 31, 2026 (the "Term").

B. No Renewal Term(s). This lease shall expire following the Term and shall not automatically renew absent a written agreement stating otherwise.

4. Use of Leased Premises.

A. General. The Lessee shall use the Property consistent with its primary purposes: to operate a special use park; to construct, endow, maintain and operate Old Falls Village, its structures of local historic significance, and any related facilities constructed or managed by Lessee as part of its operations; and to promote historic, recreational, cultural, educational activities and tourism at the Property. This may include use of the Property for related ancillary functions such as concessions, storage, offices, meeting space, gift shop, food service, restrooms, performance spaces, special event spaces, camping, other onsite temporary residential uses, and other lawful purposes consistent with the Lessee's primary purposes.

B. Specific. Lessee and FOFV created the calendar attached as Exhibit A ("Joint Calendar") for the purpose of determining the cooperative schedule of events for 2026. Lessee is explicitly permitted to operate on the Property

on the days and times identified on the Joint Calendar as Lessee's events shown in red. Lessee is prohibited from operating on the Property on all other days, unless coordinated with and approved by FOFV for maintenance efforts on setup and cleanup days only. Lessee understands that it is prohibited from operating on the Property at the same time as FOFV's actual events. Lessee is allowed to work in their office on the Property but may not interfere with FOFV. Both MFHS and FOFV may amend the Joint Calendar, if both parties specifically agree, without the further consent of the Lessor.

5. Provision of Alcohol.

Lessor grants permission to Lessee to utilize the Property as a licensed premise for the provision of alcoholic beverages during the events identified in Section 4.B. of this Lease. Prior to utilizing the Property for the provision of alcohol, Lessee shall obtain any and all licenses and permits necessary to operate a licensed premise pursuant to state and local law. When Lessee is operating the Property as a licensed premise, Lessee shall have full authority and control of the Property as it relates to the provision of alcohol beverages and may not transfer or assign this authority or control to any third party.

6. Cooperation With FOFV.

Lessee understands that Lessor has also entered into a lease identical to this Lease with the FOFV and that the Lessee's right to use the Property is subject to its cooperation with FOFV. Lessor does not make any representations as to quiet enjoyment beyond the events listed in Section 4(b) above. Lessee agrees that its use of the Property beyond the events listed in Section 4(b) above is subject to the potential interference by the FOFV.

7. Lessor's Option to Terminate.

A. The Lessor may terminate this Lease if it determines that a conflict between Lessee and the FOFV is harming the operation, management or marketing of the Property in such a manner that does not maximize opportunities to achieve and sustain revenue from the operations of the Property and the promotion of tourism at the Property and in the Village of Menomonee Falls by attracting, promoting, and contracting for historic, educational, cultural and recreational events and activities.

B. Lessor may terminate this Lease at any time upon written notice if Lessee fails to comply with the terms of this Lease and such failure is unresolved for more than forty-five (45) days after the date notice of such breach is mailed to Lessee by first class mail.

8. Maintenance of the Property.

The Property shall be maintained in a reasonably safe and serviceable condition to allow for continued use of the Property by the public. All building repairs shall be completed in compliance with this Lease.

A. Village Obligations. The Village shall continue to provide the level of snow removal service consistent with previous years. The Village shall also retain responsibility for maintenance of the detention pond on the west side of the Property.

B. Event Maintenance. Lessee use of the Property shall not damage the exterior or interior of any buildings on the Property. Lessee shall perform general housekeeping services before and after events in accordance with reasonable levels of cleanliness and service expected of a facility that is intended to attract members of the public.

C. Grounds Maintenance. FOFV shall be responsible for all general grounds maintenance of the Property. This includes maintenance of all grass, gardens, trees, and other vegetation on the Property, and maintenance of any paved or otherwise improved surfaces. Lessee and FOFV are familiar with and accepts the manner in which the Lessor has historically maintained the Property and understand that FOFV shall maintain the Property in a similar manner. Lessee may also assist in maintaining various gardens on site in cooperation with FOFV.

i. Approval of Lessor. FOFV must obtain approval of the Lessor for grounds maintenance that exceeds routine grass cutting, trimming and weed control. This would include grounds maintenance, as determined by Lessor, such as major tree trimming, tree removal, invasive species eradication, ditching, and stormwater control. FOFV shall deliver to the Lessor a plan for the non-routine grounds maintenance for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of FOFV to complete grounds maintenance upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of the Property. FOFV understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.

ii. Meet Regularly. Lessor shall meet regularly with FOFV to discuss and help coordinate necessary grounds maintenance. These meetings are required as called, and FOFV must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

Lessor will not approve plans for necessary grounds maintenance unless discussed first with FOFV.

iii. Title of Improvements. All permanent improvements to the Property made by FOFV shall, upon termination of this Lease, become the property of the Lessor.

D. Building Maintenance. Lessee shall be responsible for all regular and routine maintenance on the buildings.

E. Building Repair. Lessee shall also be responsible for all necessary repair to roofs, siding, foundations, doors, windows, and all interior finishes and systems (HVAC, electrical, plumbing and alarms) when required by reason of need from deterioration or damage.

i. Approval of Lessor. Lessee must obtain approval of the Lessor for all necessary repair of buildings. The Lessee shall deliver to the Lessor a plan for the necessary building repair for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of Lessee to repair buildings upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of all such buildings. Lessee understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.

ii. Meet Regularly. Lessor shall meet regularly with Lessee to discuss and help coordinate necessary repair of buildings. These meetings are required as called, and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor. Lessor will not approve plans for necessary repair of buildings unless discussed first with Lessee.

Lessor shall also meet regularly with FOFV to discuss and help coordinate Ground Maintenance on the Property. These meetings are required as called and FOFV must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.

F. Improvements. In 2026, Lessee shall not have authority to remodel or make alterations and additions to the condition, operations or use of the Property, as determined by Lessor.

9. Indemnification and Insurance.

Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all injury, loss, claim or damage to or by any person or property while on the Property, or otherwise if occasioned by an act or omission of Lessee, or anyone claiming by, through, or under Lessee; to maintain commercial general liability insurance, with a combined single limit of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage, made by or on behalf of any person, firm, or corporation, arising from, related to, or in any way connected with the Property or the conduct or operation of the business of Lessee and, in addition, and in like amounts, covering the contractual liability of Lessee under the aforesaid hold harmless clause; and, following the completion of any construction, to maintain insurance, against all risks of direct damage, including loss of damage by fire or other casualty, with extended coverage, vandalism, malicious mischief, and such other endorsements as Lessor may from time to time require, covering the Property, in amounts at least equal to the full replacement cost thereof, without deduction for depreciation, with a deductible not to exceed $25,000, and including a replacement cost endorsement sufficient to avoid all coinsurance provisions of the subject insurance policies. All such insurance shall name Lessor as an additional insured thereunder, and shall provide that it will not be subject to cancellation, termination, or charge, except after at least thirty (30) days prior written notice to Lessor. A certificate evidencing such insurance shall be delivered to Lessor on or before the commencement date.

10. Miscellaneous Provisions.

A. Utility Service. Lessor shall maintain and provide all utility services, including electricity, sewer, and water service.

B. Public Access. The Property is to remain open and accessible to the public when not in use by Lessee. To the extent applicable, Chapter 66 [Parks and Recreation] of the Village's Municipal Code remains applicable to the Property at all times.

C. No Encumbrances. Lessee shall not encumber, mortgage, assign, or otherwise convey its interest in this Lease without prior written consent of the Lessor. Nothing herein contained shall make Lessee the agent of Lessor for the purpose of binding the Property for the payment of contractor's, subcontractor's, mechanic's or materialmen's liens; and any improvements or repairs made to the Property by the Lessee.

D. Lessor's Access to Leased Premises. Nothing in this Lease shall restrict the Lessor's right to access the Property for any reasons whatsoever.

E. Partial Invalidity. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term

or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

F. Remedies Cumulative. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given statutes, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

G. No Waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

H. Lessee shall maintain its status as a charitable, non-profit organization for the duration of this lease and shall provide proof of its status upon request by Lessor. Upon execution of this lease, Lessee fully acknowledges that Lessee's primary mission is to promote the local history of the Village of Menomonee Falls and support the vitality of Old Falls Village. If Lessee ceases to function as a charitable, non-profit organization, then all physical assets and financial assets of Lessee shall be transferred and endowed to Old Falls Village as provided by law in Wisconsin Statutes § 44.03(3).

11. Notice.

Any notice required to be given under this Lease by any party shall be given in writing and shall be: (a) personally delivered; (b) sent by facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by first class mail postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices are as follows:

A. If to the Lessor, to:

Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
Attention: Village Manager

B. If to the Lessee, to:

Menomonee Falls Historical Society
P.O. Box 91
Menomonee Falls, WI 53052
Attention: MFHS President

12. Entire Agreement.

This Lease contains the entire agreement between the parties, and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to in this Lease.

SIGNATURES

LESSOR: Village of Menomonee Falls

By: _____ Date: _____

Mark Fitzgerald, Village Manager

LESSEE: Menomonee Falls Historical Society

By: _____ Date: _____

President