Village of Germantown

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE & TIME:	**Tuesday, September 8, 2026 at 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #: **2552 644 0368** Password: **RgHG7jFyZ94** which can be accessed by phone at 408-418-9388 or by clicking the link below: **https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m80335525fb2fc0990feef5273969870b**

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.

Previously recorded Village Board Meeting Videos can be viewed at **https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ**

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. **PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:**

IV. **PRESIDENT'S REPORT:**

V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST / COMMITTEE AND DEPARTMENT REPORTS:**

VI. **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 four (4) 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.) Comments that may be injurious to village personnel or other individuals will not be allowed.*

VII. **CONSENT AGENDA:**

A. August 17, 2026, Meeting Minutes (ACTION)

B. Fire Department Purchase of Multi-Purpose Pick-up Truck (ACTION)

C. Agreement for Owner Representation Services for Fire Department Renovation and Expansion Project (ACTION)

D. 2026 Squad Changeover Amendments (ACTION)

VIII. **UNFINISHED BUSINESS:**

IX. **PUBLIC HEARINGS:**

X. NEW BUSINESS:

A. One-Time Temporary Outdoor Entertainment Permit for Buzdum's Pub & Grill, W188N10515 Maple Rd, on 9/11/26-9/12/26 for the US Kubb Club Championship Event (ACTION)

B. Lease of Former Recycling Center Site (ACTION)

C. Project Validation on New Police Department (ACTION)

D. Washington County Countywide EMS Funding Initiative Update (DISCUSSION)

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.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

Village of Germantown

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE & TIME: Monday, August 17, 2026 at 7:00 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.*

Village President Bob Soderberg called the Village Board meeting to order at 7:00 PM.

II. ROLL CALL:

Present: Trustee Robert Warren, Trustee Meg Cutts, Trustee Patrick Kaiser, Trustee Jan Miller, Trustee Scott Hefle, Trustee Jolene Pieper, Trustee Jim Stout, Village President Bob Soderberg
Excused: Trustee Terri Kaminski
Also Present: Village Administrator Matt Trebatoski, Village Attorney Brian Sajdak, Deputy Clerk Maddy Laufenberg, Public Works Director Tim Zimmerman, Battalion Chief Ryker Holms

III. PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:

IV. PRESIDENT'S REPORT:

Village President Soderberg spoke regarding ongoing Village construction projects, the success of the NAC Night Out and Village Center District Community Open House events, the upcoming Holy Hill Gateway District Open House, and items on tonight's agenda.

V. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST / COMMITTEE AND DEPARTMENT REPORTS:

Trustee Cutts announced the upcoming Public Safety Committee meeting on Tuesday, September 8, 2026, at 6:00 PM, and the upcoming General Government & Finance Committee meeting on Monday, September 21, 2026, at 6:00 PM.

Trustee Miller announced the upcoming Public Works & Highways Committee meeting on Wednesday, September 2, 2026, at 5:30 PM.

Trustee Hefle announced the upcoming Economic Development Commission meeting on Tuesday, August 18, 2026, at 6:00 PM.

VI. 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 four (4) 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.) Comments that may be injurious to village personnel or other individuals will not be allowed.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding New Business Item D (A Resolution Conditionally Supporting Participation in the Washington County Countywide EMS System).

VII. CONSENT AGENDA:

Motion: Approve as presented
Motioned By: Jolene Pieper
Seconded By: Meg Cutts

Yes: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jim Stout, Bob Soderberg
No: Jolene Pieper
Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 1, Abstained 0)

A. August 3, 2026, Meeting Minutes (ACTION)

B. Award of a contract with M&M Tree Care not to exceed $44,175.00 for the tree pruning project in and around Hawthorne Meadows and Cedar Hills subdivisions. (ACTION)

C. Amendment to Section 11.08 of the Germantown Municipal Code relating to regulation of garbage and recyclable items. (ACTION)

VIII. UNFINISHED BUSINESS:

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

A. Presentation of the 2025 Annual Comprehensive Financial Report and Audit Results Report by Baker Tilly (PRESENTATION)

Leah Gaffney of Baker Tilly presented information regarding the 2025 Annual Comprehensive Financial Report and Audit results. Public Works Director Zimmerman also answered questions from members of the Board.

B. Award of contract to C.W. Purpero, Inc. in a total amount including a 10% contingency of $1,099,936.48 for the Pleasant View culvert replacement and Pleasant View reconstruction from Lovers Lane south to Freistadt Road ARIP. (ACTION)

Motion: Approve as presented
Motioned By: Jolene Pieper
Seconded By: Patrick Kaiser

Yes: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jolene Pieper, Jim Stout, Bob Soderberg
No: None
Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

C. Director of Public Works Update on April Storm Update Presented to Public Works & Highways Committee (DISCUSSION)

Public Works Director Zimmerman presented information regarding the actions taken after the April storm update, originally presented to the Public Works & Highways Committee on May 13, 2026.

D. A Resolution Conditionally Supporting Participation in the Washington County Countywide EMS System. (ACTION)

Motion: Table as presented
Motioned By: Scott Hefle
Seconded By: Jan Miller

Yes: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jolene Pieper, Jim Stout
No: Bob Soderberg
Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

XI. <u>ADJOURNMENT:</u>

Village President Soderberg adjourned the Village Board meeting at 8:01 PM.

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Fire Department Purchase of Multi-Purpose Pick-up Truck (ACTION)

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:

ATTACHMENT:

1. GFD Utility and Inspector Vehicle
2. GFD Utility Inspector F150 Window Sticker

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: August 3rd, 2026

PLACEMENT: Action Item

ITEM TITLE: Purchase of Multi-Purpose Pickup Truck

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:
As part of the 2026 budget the Department requested and was approved for $85,000 of funding for a pickup truck and subsequent upfitting costs. The Department is requesting authorization to use the budgeted funds as intended and purchase a Ford F-150 and upfitting in an amount not to exceed $74,101.

If the Department orders the vehicle through the State of Wisconsin contract the cost will be as listed. However, as of 7/21 there are currently a few new F-150's that match the required specifications at dealerships in the Midwest. One dealership is noted to have the price listed $6,000 less than the State contract. There will be a cost for delivery and dealer fees, but if the Department is able to purchase directly from one of these dealerships, there will be a few thousand-dollar savings. In discussions the dealer is not willing/able to hold the vehicle for the Department until we receive proper approvals.

To reduce costs the upfitting quotes we received include reusing some equipment from previous uses that has remaining serviceable life. The lowest quote is $19,380 from our current vendor, Emergency Lighting Solutions. Emergency Lighting Solutions has completed the upfitting on several Germantown Fire vehicles.

Vehicle Purpose:

The vehicle will be used in many capacities; fire & life safety inspections, community risk reduction, public education, administrative, fast response, utility, and for the movement of soiled gear or equipment after an incident.

Fire and life safety inspections: The Department must inspect businesses and multi-family buildings 2 times annually. This task is mainly accomplished through 2 qualified and dedicated inspectors. Currently the Department has only 1 staff vehicle assigned, which the other inspector either completes office work, or uses an ambulance or brush fire truck for transportation. As the cost of an ambulance has increased nearly 100% in 6 years,the continued use of an ambulance in this capacity is not fiscally responsible. The brush fire truck is a 2012 pickup truck that in 2019 was modified by DPW to have limited brush fire capacity. As the brush truck is nearly 15 years old being used in a non-intended capacity the truck has experienced several issues the last few years. Currently the brush fire truck is out of service due to unknown electrical issues. The repeated use of a brush fire truck in this capacity is also not fiscally responsible as the cost of a brush truck has increased to $200,000+. *Note: The DPW's mechanics are diagnosing the electrical and other issues with the goal to stretch the life as long as feasible.*

Community risk reduction: The Department has a robust community risk reduction program that performs smoke detector installs, home safety checks, annual school visits, and some miscellaneous tasks. Currently these are completed almost exclusively with the 24-hour shift personnel. The use of 24-hour shift personnel will continue however having the second vehicle available to the inspectors, will allow them to supplement shift personnel.

Administrative: The department does not have a vehicle available for administrative tasks such as too and from schools, training, or other Village departments. Currently the Department has had to reimburse employees mileage rates at established levels when these functions are needed. This vehicle would likely not be used in this capacity often, but it would allow for the other vehicle to be available, which it currently is not.

Fast response: The vehicle will be upfitted with standard emergency lighting and warning equipment allowing it to be used as a first response/fast response vehicle. It can also be used for the transporting of personnel to and from emergency scenes which right now is done with the Battalion Chiefs car, which only has 1 unmodified passenger seat limiting capacity of personnel transporting.

Utility: When the 2012 pickup truck was modified into a home-built brush truck, the Department had no capacity to transport large/bulky items and/or soiled and contaminated gear and equipment. Currently the transport of such materials is inside the patient compartment of an ambulance, or the back seats of the fire engine. Transporting materials in this manner is unsanitary and unsafe as it cannot be secured and directly exposes personnel to the contaminated equipment.

RECOMMENDATION:

The Department is respectfully requesting the Committee approve the full amount of $74,101 for the chassis and upfitting. With the knowledge that if available, staff will be attempting to acquire the vehicle at a lower price from a dealership.

ACTION BY Committee:

ford.com

VEHICLE DESCRIPTION

F-150

TK **D47885**

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
VERMILLION RED
INTERIOR
DARK SLATE VINYL 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- 4" CLUSTER DISPLAY
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 5G MODEM
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	
•XL SERIES	
OPTIONAL EQUIPMENT/OTHER	
2026 MODEL YEAR	
VERMILLION RED	660.00
.17" SILVER STEEL WHEELS	
LT265/70R17C BSW ALL-TERRAIN	495.00
3.55 ELECTRONIC LOCK RR AXLE	470.00
6650# GVWR PACKAGE	
BLACK PLATFORM RUNNING BOARDS	250.00
50 STATE EMISSIONS	NO CHARGE
EXTENDED RANGE 36GAL FUEL TANK	
INTEGRATED TRAILER BRAKE CONT	275.00
CONN PKG: 1 YR INCL W/FORD APP	
VINYL 40/20/40 FRONT SEAT	NO CHARGE
PRIVACY GLASS W/REAR DEFROSTER	100.00

PRICE INFORMATION	(MSRP)
BASE PRICE	$47,820.00
TOTAL OPTIONS/OTHER	2,250.00
TOTAL VEHICLE & OPTIONS/OTHER	50,070.00
DESTINATION & DELIVERY	2,795.00

RAMP ONE
CW07

RAIL

RAMP TWO

ITEM #:
44-C104 O/T 2

TOTAL MSRP $52,865.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

B183 A 7BX X 630 000898 06 22 26

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy

18 city **23** highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

You **spend $4,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost**
$2,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1–10, 10 Best)

Smog Rating (tailpipe only): 1–10, 10 Best

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.		
Frontal Crash	Driver	★★★★★
	Passenger	★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat	★★★★★
	Rear seat	★★★★★
Based on the risk of injury in a side impact.		
Rollover		★★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTEW1LP7TKD47885

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Agreement for Owner Representation Services for Fire Department Renovation and Expansion Project (ACTION)

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:

Over the last few years, the Germantown Fire Department (GFD) has been working on a remodeling and expansion project of our current fire station. As GFD has moved through this process we have experienced many complications that an Owners Representative could help guide us through.

Please find attached a proposal from MC Group (same group the PD is utilizing) for $5,000 to assist us with Phase 1 of our project. As we progress through the phases GFD will return to this committee for future approvals.

ATTACHMENT:

1. 20260825_GFD MC Group ORS Phase 1 Proposal

STAFF RECOMMENDATION:

Move to recommend approval of agreement with MC Group to provide Owner Representation Services for Fire Department Renovation and Expansion project in an amount not to exceed $5,000.

ACTION BY COMMITTEE:

Item was approved unanimously by Building Oversite Committee.

AGREEMENT BETWEEN OWNER & OWNER'S REPRESENTATIVE

This Agreement is made and entered into on August 18, 2026 between

MC Group, LLC ("MC Group")
233 Grey Fox Court
Colgate, WI 53017
(262) 227-4895

and

Village of Germantown WI ("Owner")
N112 W17001 Mequon Road
Germantown, WI 53022

for the purpose of having MC Group provide Owner Representation Services (ORS) for the ***Germantown Fire Department (GPD) Renovation and Expansion*** during the Phase 1: Concepts Development & Presentation related the project located in Germantown, Wisconsin (the "Project"). Services for the subsequent phases outlined may be approved by Village at a later date. For and in consideration of the covenants, promises and obligations made and undertaken as hereinafter provided, and in further consideration of the monies to be paid to MC Group from time to time hereunder, MC Group and Owner do hereby agree as follows.

ARTICLE I - SCOPE OF SERVICES

MC Group shall, as part of this Agreement and in consideration of the compensation set forth herein, provide the following services as directed by the Owner, which shall be referred to as Owner Representation Services, for the Project:

Project Understanding

The Village of Germantown has approved $6.5M towards improvements and expansion of the existing Germantown Fire Department facility located at N115W18752 Edison Dr, Germantown, WI. The scope of the project is yet to be defined or approved.

The Village has retained SEH Architects (A/E) for design services and CG Schmidt Construction for Construction Manager At Risk (CMAR) services. Initial program and concepts development has commenced but has been stalled due to the identification of the presence of mold within the walls of the existing facility. Further review has indicated that the original construction is not performing as an adequate building envelope causing air and moisture to penetrate the building envelop systems leading to the promulgating of mold within and on the walls.

As a result of these findings, the Project Team has been tasked with developing concepts that not only address the space and expansion needs of the GFD, but also that address the building envelope performance and mold concerns. Options being explored include demolition of some entire portions of the building where the presence of mold is most prolific.

The resulting expanded scope of the project has stressed the approved $6.5M approved budget. Some of the sensible concept solutions that the Project Team is exploring may/will likely prove that $6.5M is inadequate. The Village has subsequently requested MC Group LLC to complete a cursory site visit to understand the conditions, project parameters and to contribute towards the development and presentation of concept solution options for the Construction Oversight Committee and the Village Board to consider.

The following draft agreement includes the proposed MC Group involvement, services and proposed compensation organized in sequential project phases. The Initial Phase 1: Concepts Development & Presentation includes proposed not-to-exceed (NTE) hourly compensation.

The subsequent phases list anticipated services but do not include proposed compensation at this time because those services and fees are dependent on the scope of work and duration to implement of the concept selected. Therefore, the subsequent phases can be considered optional by the Village deferring the acceptance to a future date after the concept is selected and approved and scope of work and implementation duration is known.

Our approach is focused on efficiency, cost-effectiveness, and collaboration with the selected project team, ensuring a streamlined process and successful project delivery. Based on our extensive experience in construction management and project oversight, we have developed this scope of services tailored specifically to meet the needs of your project while avoiding duplication of efforts with the Architect and CMAR (Construction Manager at Risk). Our goal is to work seamlessly with the selected project team, leveraging our expertise to add value and support the successful completion of the project.

Owner's Representative Services

MC Group will represent Owner's interests during the planning and implementation of the project by providing the following services if and as necessary and as directed by Village Administrator Matt Trebatoski or his appointed designees.

	PHASE 1: CONCEPTS DEVELOPMENT & PRESENTATION
1.1	**Conduct "Kick-Off" Meeting with the Project Team**
	Meet with the Project Team including but not limited to SEH Architects, CG Schmist Construction, the Fire Chief and Village Administrator Matt Trebatoski to understand the findings and efforts completed to date. Further, to discuss and understand the options being developed for consideration while offering fresh views and ideas for consideration.
1.2	**Develop Concept Solution Options**
	Participate and direct the Project Team in the development of Concepts that include narrative work scope, concept floor plans, concept site plans, opinion of construction costs and conceptual total project budgets for each option. The Concepts will address both current needs with a single facility as the Village's Fire Department and longer-term needs when a second Fire Department facility will likely be needed. - The current location could be planned to be the main Fire Department facility with a future geographically strategically placed satellite facility.

	- Conversely, the current location could be planned to address current needs with the intent of it becoming a satellite facility in the future when a new "main" facility is approved and provided. The development of the various Concept Solution Options will address these dynamics so that the Village Board can make an informed decision based on a project master plan.
1.3	**Present the various Concept Solution Options to the Building Construction Oversight Committee**
	In collaboration with the Project Team including the Fire Chief and Village Administrator Matt Trebatoski, present the various Concept Solution Options to the Building Construction Oversight Committee for their consideration, questions, suggestions and other input. -Modify the various concepts based on the Construction Oversight's input, suggestions and direction
1.4	**Present the various Concept Solution Options to the Village Board**
	In collaboration with the Project Team, including the Fire Chief and Village Administrator Matt Trebatoski, present the various Concept Solution Options to the Village Board for their consideration and potential action that may include selection of an option and approval to proceed with same based on presented option attributes and measurable features including program, layout, cost, schedule and long-term suitability.
	Conclusion of Phase 1: CONCEPT DEVELOPMENT & PRESENTATION

ARTICLE II – COMPENSATION for SERVICES

MC Group proposes to provide the necessary Owner's Representation Services on an hourly basis accruing against an agreed upon estimated total value. Under this scenario, only actual time incurred is billed with all potential savings from unused/unbilled fees being 100% returned to Owner.
MC Group uses this billing arrangement commonly with other clients which often results in final billed amounts to be less than the estimated value. We like to return savings to the Owner from various sources, including our own fees.

The following represents the estimated fees for Phase 1: CONCEPTS DEVELOPMENT & PRESENTATION as a not-to-exceed total based on the hourly rates provided.

Not-to-exceed values for the subsequent phases will be developed and presented for Village's approval at a future date when a concept has been selected and approved at which time the scope of the project and the duration required to implement same is known, MC Group plans to staff your project primarily with Ric Miller and Maura Riordan, supported by Christina Markham as Project Coordinator. Jackie Clarke, Angela Brzowski and Jerrod Wolf, all MC Group equity partners, will also be available for project input and support if/as may be necessary and appropriate.

<u>Houry Rates</u>

The following represents the 2026 hourly rates by position. These rates reflect a 5% preferred client discount, the best rates that we offer to our longstanding repeat clients. Rates are subject to a 3% increase on the first day of each calendar year.

- **Partner – Ric Miller:** $244.43 less 5% discount ($12.22) = **<u>$232.21</u>**
- **Senior Project Manager – Maura Riordan**: $228.34 less 5% discount ($11.42) = **<u>$216.92</u>**
- **Project Coordinator – Christina Markam:** $97.86 less 5% discount ($4.89) = **<u>$92.97</u>**

<u>Estimated Fees by Project Stage</u>

Phase 1 - CONCEPTS DEVELOPMENT & PRESENTATION

- **Not-to-Exceed $5,000** *including fees and expenses*
  - Ordinary expenses such as Phone/IT charges, office supplies and expenses, etc. are included within the fee rates.
  - Extraordinary expenses such as out-of-town travel will be invoiced at cost without mark-up and must be pre-approved by Owner.

MC Group will submit invoices for services provided by the first day of each month and Owner will make payment for the full invoice amount by the last day of the same month.

Late payments will be subject to interest charged at a rate of 1.5% per month. Payment shall be deemed late if not received at the offices of MC Group within five (5) calendar days of the date due.

<u>ARTICLE III - ADDITIONAL TERMS AND CONDITIONS</u>

A. Neither party shall assign its entire obligations under this Agreement as a whole without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, and, to the extent permitted herein, their respective assigns.

B. This Agreement may be canceled by Owner with or without cause with one (1) month's written notice to MC Group and payment of all fees and reimbursable expenses then due or to become due until the cancellation takes effect.

C. The provision of professional services includes the exercising of professional judgment with the usual thoroughness and competence of the profession. No warranty or representation, expressed or implied, is intended in MC Group's proposal, Agreement or reports. It is the client who ultimately makes the decision on matters associated with the project even if the decision means acceptance of MC Group's recommendations and judgments.

D. MC Group's maximum liability related to services rendered pursuant to this agreement (regardless of form of action, whether in the agreement, negligence or otherwise) shall be limited to the charges paid to

MC Group for the portion of services given rise to the liability. In no event shall MC Group be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation lost profits, opportunity costs, etc) even if it has been advised of their possible existence.

E. Owner shall indemnify and hold harmless MC Group and its personnel from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees and the time of MC Group's personnel involved) brought against, paid or incurred by MC Group at any time and in any way arising out of or relating to MC Group's services under this agreement. This provision shall survive the termination of this agreement for any reason.

MC Group shall indemnify and hold harmless the Owner and its officers, employees and contractors from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees) brought against, paid or incurred by Owner at any time and in any way arising out of or relating to negligent or intentional acts and/or errors and/or omissions of MC Group. This provision shall survive the termination of this agreement for any reason.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Owner or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Owner or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

F. All notices required to be given under this Agreement shall be given in writing and shall be hand delivered or deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid addressed to the parties.

G. MC Group will provide evidence of Commercial General Liability Insurance coverage.

H. MC Group shall perform its duties hereunder as an independent contractor and not as an employee of Owner. Neither MC Group nor any agent or employee of MC Group shall be or shall be deemed to be an agent or employee of Owner.

By signature below, the parties to this Agreement indicate that the have received and reviewed this Agreement and understand and accept this Agreement and intend to be bound by its provisions.

Accepted and agreed to by:

Owner Representative:
MC Group, LLC
233 Grey Fox Court
Colgate, WI 53017

Ric Miller

Date:8/18/2026

Name/Title:

Village of Germantown WI
N112 W17001 Mequon Rd
Germantown, WI 53022

Date:

Name/Title:

End of Agreement

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: 2026 Squad Changeover Amendments (ACTION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

The Police Department budgeted for the changeover of Squads 14 and 23 in the 2026 Capital Fund. The initial quotes for the squad changeovers did not include several items that were either out of warranty, damaged or not replaced following a crash, worn parts, upgrades, or equipment necessary for high-risk traffic stops.

The updated invoices for the changeovers are as follows:

- **Squad 14:** Initial Quote - $9,561.50 / Final Bill - $12,082.26 / Difference = $2,521.06
- **Squad 23:** Initial Quote - $9,287.20 / Final Bill - $14,096.99 / Difference = $4,809.79

The additional cost of $7,330.85 for the changeovers will be paid from Capital Fund 40541000-592200 – Vehicles. Sufficient funds are available within the 2026 Capital Fund to cover the additional expenses.

ATTACHMENT:

1. Squad 14 Changeover
2. Squad 23 Changeover

STAFF RECOMMENDATION:

Move to approve funding for the changeover of two squads in the amount of $26,179.25.

ACTION BY COMMITTEE:

General Fire Equipment Co., Inc
975 N. Hawley Rd
Milwaukee, WI 53213
4144750959
sales@genfire.net
www.genfire.net

Invoice INV155776

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Germantown Police Department P.O. Box 96 Germantown, WI 53022	Germantown Police Department N112 W16877 Mequon Rd Germantown, WI 53022	07/21/2026	$12,082.26	08/15/2026

SHIP VIA
Install

SALES REP
BW03

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
SQD	Squad #14 Vehicle info: 2026 PI Utility Marked VIN:	1	0.00	0.00
911-HL20PIU	Wiring Harness 20+ PIU Factory Headlight Option	1	61.25	61.25
UNIX218016-0002	Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head	1	334.00	334.00
SOUEMPSA05C2-	Sound-Off 4"x2" mPower 24 Led Dual Color Light w/ Stud Mt. Red/White Blue/White Location: Under Mirror	2	234.60	469.20
SOUPMP2BKUMB8-	Under Mirror Mounting Brackets for 4x2 Lights, 2025 PI Utility	2	57.00	114.00
SOUPNFLBF-	Sound-Off Hook Kit, Specify -44	1	177.00	177.00
SOUPNFLBFTCV1	Sound-Off nForce End Cap Foot Cover Plate	2	6.00	12.00
SOUELUC3H010-	Sound-Off Undercover Insert 10-30v Color: Red & Blue Location: back-up Housing	2	110.40	220.80
SOUPLUCTCL1	Sound-Off Undercover LED Twist Lock Collar, 13+ PI Vehicles	2	8.00	16.00
SOUENG-LINK	Sound-Off OBD2 Interface Module for Blue Print Options -13	1	484.20	484.20
SOUENGCP15001	Sound-Off BluePrint Handheld Control Panel W/ 13' Coiled Cord, Magnetic Cradle Cat 5 Extension Cable & Legend Pack for High Risk Stops	1	172.20	172.20
SOUPSRN5HDK3	Sound-Off Siren Remote Mic Conversion Adapter, 482 series Only	1	61.80	61.80
INS-RJ45-WC2FM	RJ45 Waterproof Strain relief Coupler for HRS	1	18.95	18.95

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
JOT-6054C	2" Custom Face Plate, 2-Carling Rect. Holes & 1 Cig Plug	1	25.00	25.00
INS-USB-DUAL	Dual 2.4amp USB Charging Port for Carling Rectangular Hole	1	29.95	29.95
JOTA-2273	JottoDesk 12 volt Power Outlet,	1	11.00	11.00
DEL-20073281	Countura III 0n-Off Switch w/ Dependent Red Indicator	1	16.30	16.30
INS-LB3692	Brother 12vdc hardwire printer power cable	1	49.98	49.98
WES500-0002	Westin TA-2505 Series Laptop Mount	1	762.531	762.53
911-CH27.GFEBPA	Custom Blue Print Harness Assy w/ Power Distribution	1	1,450.00	1,450.00
MOT-3-IN-1	MOT-RBDM-155/455/758-17-T-B P25 Tri-Band Low profile Antenna w/ 17' cable & TNC Connector Includes Flat or Contour gasket for 20+ PI Utility	1	215.00	215.00
MOT-7-IN-1	#R2BDM-G452W-17K-S4S2R-B 7 in 1 "Brick" antenna 4x 5G, 2x WiFi & 1x GPS/GNSS, 17 ft cables for Router R980, R1900, IBR1700, XR60	1	490.00	490.00
SET-GK200-	Setina Double T-Rail w/ Single Lock Head, specify Includes extra Long Butt Plate Bracket #PG8224B Montana Butt Plate #PG4092B Dual Rail Extended Head Bracket #PG7529	1	419.00	419.00
SET-QK0635-	Setina Full Replacement Seat w/Center Pull Belts & Screen	1	1,574.10	1,574.10
DEL-SLRR	Lighted Round Rocker Switch	2	9.00	18.00
INS-BATTERY	High amperage battery, 35 AHR	1	105.00	105.00
1	Labor Charges For strip of old squad for auction	1	500.00	500.00
1	Labor Charges For Installation Of Equipment Into Squad	1	4,100.00	4,100.00

Ways to pay

View and pay

SUBTOTAL	11,907.26
TAX	0.00
SHIPPING	175.00
TOTAL	12,082.26
TOTAL DUE	$12,082.26

THANK YOU.

General Fire Equipment Co., Inc
975 N. Hawley Rd
Milwaukee, WI 53213
4144750959
sales@genfire.net
www.genfire.net

Invoice INV155716

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Germantown Police Department P.O. Box 96 Germantown, WI 53022	Germantown Police Department N112 W16877 Mequon Rd Germantown, WI 53022	07/08/2026	$14,096.99	08/02/2026

SALES REP
BW03

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
SQD	Squad #23 Vehicle info: 2026 PI Utility Marked VIN:1FM5K8AC2TGB16119	1	0.00	0.00
WES-PBE-LR	Westin Heavy Duty Elite Steel Push Bumper Assy Complete w/ 1-#36-2125 Push Bumper for 20+ PI Utility $797.33 1-#36-6005SMP2 Light Channel for 2 SOS mPower HD Lights $ 74.67 1pr-#36-2125WC Elite Upright Wire Channel Covers PI Utility $ 74.67 PI Utility Total $ 946.67	1	852.003	852.00
WES-PBE-PIT	Westin Elite Heavy Duty Dual Rail Steel Pit Bars, Pair	1	654.003	654.00
SOUEMPS400ME-	Sound-Off 4" mPower HD 12 LED Light w/ Stud Mount & 8' Cable Red/White Blue/White Location: Upper PB Rail	2	184.80	369.60
SOUEMPSA05C2-	Sound-Off 4"x2" mPower 24 Led Dual Color Light w/ Stud Mt. Red/White Blue/White Location: Side PB	2	232.80	465.60
911-HL20PIU	Wiring Harness 20+ PIU Factory Headlight Option	1	61.25	61.25
SOUEMPSA05C2-	Sound-Off 4"x2" mPower 24 Led Dual Color Light w/ Stud Mt. Red/White Blue/White Location: Pit Bars	2	232.80	465.60
UNIX218016-0002	Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head	1	333.996	334.00
SOUEMPSA05C2-	Sound-Off 4"x2" mPower 24 Led Dual Color Light w/ Stud Mt.	2	234.60	469.20

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	Red/White Blue/White Location: Under Mirror			
SOUPMP2BKUMB8-	Under Mirror Mounting Brackets for 4x2 Lights, 2025 PI Utility	2	57.00	114.00
SOUPNFLBF-	Sound-Off Hook Kit, Specify -44	1	177.00	177.00
SOUPNFLBFTCV1	Sound-Off nForce End Cap Foot Cover Plate	2	6.00	12.00
SOUELUC3H010-	Sound-Off Undercover Insert 10-30v Color: Red & Blue Location: back-up Housing	2	110.40	220.80
SOUPLUCTCL1	Sound-Off Undercover LED Twist Lock Collar, 13+ PI Vehicles	2	8.00	16.00
SOUENG-LINK	Sound-Off OBD2 Interface Module for Blue Print Options -13	1	484.20	484.20
SOUENGCP15001	Sound-Off BluePrint Handheld Control Panel W/ 13' Coiled Cord, Magnetic Cradle Cat 5 Extension Cable & Legend Pack for High Risk Stops	1	172.20	172.20
INS-RJ45-WC2FM	RJ45 Waterproof Strain relief Coupler for HRS	1	18.95	18.95
911-CH27.GFEBPA	Custom Blue Print Harness Assy w/ Power Distribution	1	1,450.00	1,450.00
RAM-B-260U	Ram 1" Ball w/ 1/4-20 Threaded mtg hole	1	10.49	10.49
JOT-6583	Face Plate 3", Harris Remote Head Radio XL185M/XL200M	1	39.00	39.00
MOT-3-IN-1	MOT-RBDM-155/455/758-17-T-B P25 Tri-Band Low profile Antenna w/ 17' cable & TNC Connector Includes Flat or Contour gasket for 20+ PI Utility	1	215.00	215.00
MOT-7-IN-1	#R2BDM-G452W-17K-S4S2R-B 7 in 1 "Brick" antenna 4x 5G, 2x WiFi & 1x GPS/GNSS, 17 ft cables for Router R980, R1900, IBR1700, XR60	1	490.00	490.00
SET-GK200-	Setina Double T-Rail w/ Single Lock Head, specify Includes extra Long Butt Plate Bracket #PG8224B Montana Butt Plate #PG4092B Dual Rail Extended Head Bracket #PG7529	1	419.00	419.00
SET-QK0635-	Setina Full Replacement Seat w/Center Pull Belts & Screen	1	1,574.10	1,574.10
DEL-SLRR	Lighted Round Rocker Switch	2	9.00	18.00
INS-BATTERY	High amperage battery, 35 AHR	1	105.00	105.00
INS-USB-15	USB Cable 10', Male X Female(C) Right Angle	1	15.00	15.00
1	Labor Charges For strip of old squad for auction	1	500.00	500.00
1	Labor Charges For Installation Of Equipment Into Squad	1	4,100.00	4,100.00

Ways to pay

SUBTOTAL	13,821.99
TAX	0.00
SHIPPING	275.00
TOTAL	14,096.99

View and pay

TOTAL DUE	$14,096.99

THANK YOU.

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: One-Time Temporary Outdoor Entertainment Permit for Buzdum's Pub & Grill, W188N10515 Maple Rd, on 9/11/26-9/12/26 for the US Kubb Club Championship Event (ACTION)

SUBMITTED BY: Kasie Miller, Chief Deputy Clerk

SUMMARY EXPLANATION:

Applicant Becky Buzdum of Buzdum's Pub & Grill, W188N10515 Maple Rd, has submitted an application for a One-Time Temporary Outdoor Entertainment Permit for the US Kubb Club Championship event held at their property on September 11, 2026, from 6:00PM until 10:00PM, and September 12, 2026, from 9:00AM until 11:00PM. Multiple tents will be used to shelter participants and the DJ/Band to play amplified music. Five-hundred foot notices were mailed to adjacent property owners on 08/12/2026.

Police, Fire, and Community Development Departments have provided approval of this application with recommended contingencies.

ATTACHMENT:

1. Buzdums Kubb Club Temp_Redacted

STAFF RECOMMENDATION:

Approval of the One-Time Outdoor Entertainment Permit Application for Buzdum's Pub & Grill on 9/11/2026 to 9/12/2026 contingent upon compliance with all provisions of the Zoning Code (Ch. 17) and Building Code (Ch. 14) and receipt of any zoning/building permits and completed inspections with the Village where applicable.

ACTION BY COMMITTEE:

Village of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022

Permit Year Runs: July 1st until June 30th

OUTDOOR ENTERTAINMENT PERMIT APPLICATION

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, liquor license, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved annual permits are valid July 1 – June 30, or upon issuance. Temporary permits are valid during the dates identified on the Permit. If there are any changes to a previously approved permit application, an amended approval will be needed.
- **IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.**

☐	Annual Permit	$200
☐	Temporary Permit: 1st and 2nd Permits within *Permit Year*	$0
☑	Temporary Permit – 3rd Permit and subsequent	$75
	Total:	$75

Applicant Name: Becky Buzdum
Phone Number: [redacted]
Email: [redacted]

Applicant Business Name (if applicable): Buzdum's Pub & Grill

Applicant Business Street Address: W188N10515 Maple RD | City: Germantown | State: WI | Zip: 53022

Describe the area where the outdoor entertainment permit will be utilized, including the property address and a description of the area on the Property to be utilized. You MUST include a detailed, scale drawing of the area with dimensions, locations of speakers, televisions, performance location, and the like.

The back patio area (approx 200 sq ft) and the grass area (approx 75,000 sq ft) as reference in attached

Describe the hours of outdoor entertainment. For Temporary Permits, List Dates and Hours of Event. For Annual Permits, List Proposed Days and Hours of outdoor entertainment (*e.g.*, Between June 1 and September 30, Fridays 4pm to 8pm, Saturdays Noon to 9 pm). You MUST include a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment.

Friday September 11th 6pm-10pm
Saturday September 12th 9am- 11pm
*no OE for 13th although event is still going on this day

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief and
make application for an Outdoor Entertainment Permit in the Village of Germantown, Wisconsin, subject to the provisions and limitations of Wisconsin Statutes and Germantown Municipal Code, and hereby agree to comply with

Becky Buzdum — Applicant
7/21/2026 — Date

For Office Use Only: Date: 7/21 Initials: KM Amount Paid: 75 Receipt # 152-022

Community Development Review:_____ Plan Commission Date (if applicable):_____

Police Chief Date Notified____ Approve___ or Deny___ (Attach basis for denial). Police Chief or Designee:____ Date:___

Fire Chief Date Notified____ Approve___ or Deny___ (Attach basis for denial). Fire Chief or Designee: ____ Date:___

500 foot Notice Mailing date____ Public Safety Meeting Date____ Approved/Denied (Circle One)

Village Board Meeting Date____ Approved/Denied (Circle One) Permit Number:____ Village Clerk Approval:___

Scope of Event:

Event Location: Buzdum's Pub & Grill, W188N10515 Maple Rd, Germantown, WI 53022

Dates: September 11th & 12th, 2026

Event: US Kubb Club Championship

Kettle Moraine Kubb Club is hosting their championship tournament at Buzdum's Pub & Grill. They are anticipating approximately 100 players from all over the Midwest and additional states to compete in this popular Swedish game. Blocks of rooms are already set aside at both local hotels. Overflow parking will flow onto the back grass area (as shown on attached). Bathroom facilities are adequate for this size group. The four 20x40ft tents are being provided by the Kubb Club and they understand that they will need to be inspected prior to the event to make sure they are secured properly. The two 20X30ft tents are provided by Buzdum's and will be set up from the previously approved permit (event date August 22nd) and will have been inspected.

Friday September 11th

6pm: Optional for teams to play for positions on Saturday & meet and greet.

7pm-10pm DJ / Karaoke will perform under the "band tent"

Saturday September 12th

9am – 7pm teams will compete on the "grass event area" & winners announced

11am-6pm food trucks will be available (as marked on attached)

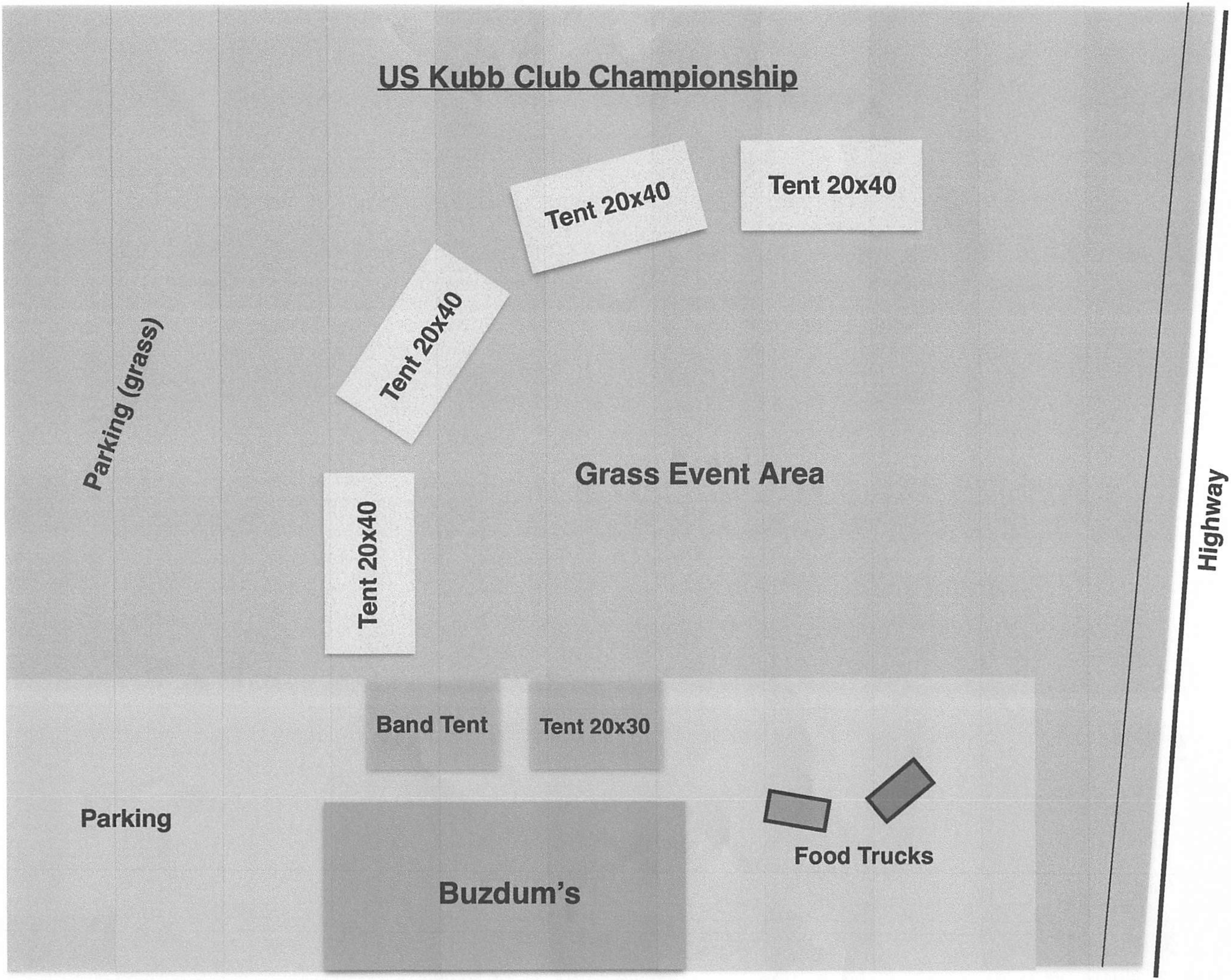
7pm-11pm band (4 on the Floor) will perform under the "band tent"

Contact Information:

Becky Buzdum (Buzdum's Pub & Grill) [redacted]

Steve McDiarmid (Kettle Moraine Kubb Club / contact for event) [redacted]

<-301 feet ->
Additional Parking
<- 493 feet ->
<- 299 feet ->
Patio
B
Buzdums Pub & Grill
W188N10515 Maple Rd
41
Google Maps
20x40ft team tents
20x30ft tents
Tent marked with "B" will hold entertainment
200 sq ft patio
Food Trucks
Exterior perimeter 1093ft
75,274 total sq ft


US Kubb Club Championship
Tent 20x40
Tent 20x40
Tent 20x40
Parking (grass)
Grass Event Area
Tent 20x40
Highway
Band Tent
Tent 20x30
Parking
Food Trucks
Buzdum's

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Lease of Former Recycling Center Site (ACTION)

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Before the Board is a proposed lease for the former recycling center parcel. The reasoning for the lease is discussed below and is also addressed in the request from the golf course owner/operator which is attached. In August, the Committee voted to recommend approval for the Lease however because there were some additional changes requested, the Committee asked that the Board packet include a marked up version of the Lease to show what had changed between the Committee's approval and the Board's approval. This version is also attached.

Committee - August Update

At the July meeting, the Committee authorized staff to prepare and negotiate a draft agreement for the lease of the former recycling center site. The proposed draft is attached for the Committee's recommendation to the Village Board, subject to further legal and technical changes approved by the Village Attorney. Some comments:

1. The Lease is with the owner of the Golf Course (Heimat Group) who will in turn sublease the recycling center to the operator. This reflects the current arrangement for the Golf Course and ensures that if the operator bows out that the owner can release the golf course to a new party. Note that the lease limits allowed uses to golf course operations.
2. Rent is proposed at $500 per year. This is an increase over the $1 per year proposed, but is still below market rents. This was an intentional decision and reflects that the move, while immediately necessitated by the construction of the new Culvers), is part of an anticipated broader reconfiguration of the golf course to reflect potential development north of the Culvers location which may include earth moving and a new clubhouse/restaurant building. In the interest of maintaining the course as an amenity to residents and the changing economics of golf courses in general, a discounted rent to assist in offsetting the large expense of the reconfiguration was deemed appropriate by staff to allow golf operations to continue in the interim.
3. The requested right of first refusal was rejected and not incorporated into the lease.

Committee - Original Discussion
On July 8, Administrator Trebatoski received the attached request from the Heimat Group (as the owners of the Blackstone Creek golf course) and Blackstone Creek Golf Club LTD (as operators of the golf course). The request indicates that as a result of the construction of the new Culvers at the south-east corner of the property together with the access road, the existing golf course will lose customer parking, golf cart storage and potentially the facility containing the starter. The request is to lease the former recycling center site for these purposes in the interim until longer-term plans can be determined. We understand that without an interim solution, golf course operations will likely terminate. There has been discussion by some members of the Board over the past few months about a preference to maintain the golf course for the community's benefit.

The recycling center parcel is part of the Village Center community outreach program. As such, it is unlikely that there will be any activity on the parcel until that process is completed. Therefore, a short-term lease may be attractive to allow the golf course operation to continue in the near term.

Based on this, the Committee should consider the following:

1. Does the Village wish to explore a lease for the recycling center property with the golf course operator?
2. If so, does the Village want the Village Attorney to negotiate and draft a lease agreement for consideration?
3. If so, does the Committee want the draft lease to return to the Committee at its next meeting, or does the Committee want to forward the question to the Village Board for direction?
4. Are there any input on any (or all) of the proposed terms?

ATTACHMENT:

1. Blackstone Lease Agreement - Recycling Center
2. Blackstone Lease Agreement - Recycling Center - Final Blacklined
3. Heimat Letter - Proposed Recycling Center Property Lease 7-8-26

STAFF RECOMMENDATION:

Move to approve the Lease as presented subject to any clerical or legal changes deemed necessary by the Village Attorney to effectuate the intent of the approval.

ACTION BY COMMITTEE:

The General Government and Finance Committee voted to recommend approval of the Lease subject to a review of the marked-up version by the Board at the time of final approval.

LEASE AGREEMENT

(Former Recycling Center Site)

This Lease Agreement (the "Lease") is entered into by and between the Village of Germantown, a Wisconsin municipal corporation ("Landlord"), and Blackstone Creek, LLC, a Wisconsin limited liability company ("Tenant") as of the date that the last party to this Lease executes the same.

WHEREAS, Landlord is the owner of the approximately 10.55 acres of land located at N116 W17230 Main Street, Germantown, Wisconsin, also identified as Tax Key No. GTNV 211-999 (the "Property"); and

WHEREAS, Tenant owns the property located at N112 W17300 Mequon Road (the "Golf Club Property"), which is adjacent to the Property, and presently leases the same to Blackstone Creek Golf Club Ltd, a Wisconsin limited liability company ("Subtenant"), for the operation of a golf course (the "Golf Club"); and

WHEREAS, as part of overall development plans, a portion of the Golf Club Property has been sold by the Tenant, who has plans for more development on the property in the area Subtenant currently uses for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Tenant desires to lease the Property for the purposes of providing the Subtenant with temporary space for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Subtenant wishes to sublease the Property for the purposes of temporary space for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Landlord is willing to lease the Property to Tenant and approve the sublease to the Subtenant, subject to the terms, conditions, and obligations set forth in this Lease and a separate sublease agreement by and between Tenant and Subtenant;

WHEREAS, Landlord and Tenant desire to enter into this Lease in order to set forth their respective rights, obligations, and liabilities with respect to the use of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant agree as follows:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property together with the right to use the existing buildings on the Property (collectively the "Premises").

2. **Term**. The initial term of this Lease (the "Initial Term") shall be for a period commencing on October 1, 2026 (the "Commencement Date") and expiring on December 31, 2027 (the "Expiration Date"), unless earlier terminated or renewed pursuant to the provisions of this Lease. For purposes of this Lease, the "Term" shall mean, collectively, the Initial Term and any Renewal Term validly exercised by Tenant pursuant to this Lease.

a. Option to Renew. Tenant shall have two (2) options to renew this Lease for an additional term of one (1) year (January 1 through December 31) each (each, a "Renewal Term"), upon the same terms and conditions contained herein, except as otherwise agreed in writing by the parties.

b. Conditions to Renewal. Tenant's right to exercise a Renewal Term are conditioned upon:

(1) Tenant providing written notice of renewal to Landlord no later than August 1 of the then current Lease Term unless extended by the parties in writing; and

(2) Tenant not being in default under this Lease, either at the time of giving notice or at the commencement of the Renewal Term.

(3) Formal approval of such renewal by the Village Board of the Village of Germantown, which approval shall not be unreasonably withheld, conditioned, or delayed and shall be provided no later than September 10 of the then current Lease Term unless extended by the parties in writing. In the event that the Village Board does not approve such renewal by September 10 of the then current Lease Term (or such later date as agreed to by the parties), such non-approval shall be deemed a denial of the request.

3. Rent.

a. Base Rent. Tenant shall pay to Landlord annual base rent in the amount of Five Hundred Dollars ($500.00) ("Base Rent"), in advance, without notice, demand, setoff, or deduction, on or before the Commencement Date and again on or before the first (1st) day of each applicable Renewal Term.

b. Place and Method of Payment. All Rent shall be payable to Landlord at such address as Landlord may designate from time to time in writing. Payments shall be made by check, electronic transfer, or such other commercially acceptable method as Landlord may approve.

c. Additional Rent. In addition to Base Rent, Tenant shall pay as "Additional Rent" all other sums of money, charges, costs, expenses, taxes, and obligations which Tenant assumes or agrees to pay under this Lease, including without limitation the amounts due under Section 8. All such Additional Rent shall be payable in the same manner and at the same time as Base Rent unless otherwise expressly provided.

d. Late Charges and Interest. If any installment of Base Rent or Additional Rent is not received by Landlord within five (5) days after its due date, Tenant shall pay a late charge of five percent (5%) of the delinquent amount, in addition to the unpaid Rent. Any amounts not paid within ten (10) days of their due date shall bear interest from the due date until paid in full at the rate of twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is less.

e. Rent Independent of Landlord Obligations. Tenant's obligation to pay Rent shall be absolute and unconditional and shall not be subject to abatement, deduction, counterclaim, or setoff, except as expressly provided in this Lease or required by law.

4. Security Deposit.

a. Amount and Delivery. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars ($1,500.00) (the "Security Deposit") as security for the full and faithful performance by Tenant of every provision of this Lease.

b. Application by Landlord. Landlord may apply all or any portion of the Security Deposit to cure any Event of Default by Tenant, including without limitation unpaid Rent, late charges, interest, costs of repair, cleaning, or replacement, and any damages or expenses incurred by Landlord as a result of Tenant's breach. Application of the Security Deposit by Landlord shall not limit or waive Landlord's right to pursue any other remedies provided herein or at law.

c. Replenishment. If Landlord applies any portion of the Security Deposit, Tenant shall, within ten (10) days after written demand, restore the Security Deposit to its original amount. Failure to do so shall constitute an Event of Default under this Lease.

d. Non-Assignment. The Security Deposit shall not be assigned or encumbered by Tenant and shall not serve as a limitation on Landlord's damages or remedies.

e. Interest. Unless otherwise required by applicable Wisconsin law, Landlord shall not be required to pay Tenant any interest on the Security Deposit.

f. Return of Deposit. Provided Tenant has fully performed all of its obligations under this Lease, Landlord shall return the Security Deposit, or the balance thereof, to Tenant within sixty (60) days after the later of (i) the expiration or termination of this Lease (including any Renewal Term), and (ii) Tenant's surrender of possession of the Premises in accordance with this Lease. The Security Deposit shall automatically carry over and apply to any Renewal Term of this Lease, without increase, reduction, or the need for a new deposit, unless otherwise agreed in writing by the parties.

5. Condition of Premises.

a. Acceptance of Premises. Tenant acknowledges that it has inspected the Premises and accepts the Premises in its present, existing, "AS-IS, WHERE-IS" condition, with all faults and without representation or warranty of any kind, express or implied, by Landlord, including without limitation any warranty of suitability for Tenant's intended use, merchantability, or fitness for a particular purpose.

b. No Landlord Obligation. Landlord shall have no obligation to repair, remodel, improve, or alter the Premises in connection with Tenant's occupancy, except as expressly provided in this Lease. Tenant shall be solely responsible for performing any work necessary to prepare the Premises for Tenant's intended use, at Tenant's sole cost and expense, and in compliance with Section 7.

c. Environmental and Code Compliance. Tenant assumes full responsibility for determining whether the Premises are suitable for Tenant's intended use, including compliance with zoning, building, health, safety, fire, and other applicable codes and regulations. Landlord makes no representation as to the compliance of the Premises with such codes, ordinances, or regulations, but shall reasonably cooperate with Tenant in obtaining full compliance with such codes, ordinances, or regulations by participating in or consenting to required applications as the owner, authorizing work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to bring about compliance. Tenant shall have no obligation to cure preexisting code, ordinance, or regulation violations or code, ordinance, or regulation violations arising by or through Landlord.

d. Disclaimer of Reliance. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any statement or promise regarding the condition of the Premises or the Property, except as expressly set forth in this Lease, and Tenant has not relied on any representation or warranty not expressly contained herein.

6. Permitted Use.

a. Use. Tenant shall use and occupy the Premises solely for lawful commercial purposes consistent with the operation of a golf course and the associated clubhouse, patron parking, and storage of golf carts uses provided in this Lease and in accordance with, and permitted under, applicable zoning ordinances, building codes, and all other municipal, state, and federal laws, rules, and regulations (collectively, "Applicable Laws"). Landlord shall reasonably cooperate with Tenant in complying with Applicable Laws by participating in or consenting to required applications as the owner, authorizing work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to bring about or ensure compliance. Tenant shall not commit or permit any waste, nuisance, or use that is dangerous, unlawful, immoral, or inconsistent with the character of the Property or the surrounding area.

b. Compliance With Laws. Tenant, at its sole cost and expense, and with Landlord's reasonable cooperation, shall obtain and maintain in full force and effect all licenses, permits, and approvals required for its operations, and shall comply with all Applicable Laws now or hereafter in effect, including without limitation health and safety codes, fire codes, and accessibility requirements. Reasonable cooperation in this paragraph shall mean that Landlord participates in or consents to required applications as the owner, authorizes work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to maintain compliance.

c. Hazardous Materials. Tenant shall not use, store, generate, release, or dispose of any hazardous, toxic, or flammable substances, chemicals, or materials ("Hazardous Materials") in, on, or about the Premises, except in de minimis amounts customarily used in Tenant's lawful business and in compliance with all Applicable Laws.

Tenant shall indemnify, defend, and hold harmless Landlord from any and all liability, loss, cost, claim, or damage arising out of Tenant's use, storage, or disposal of Hazardous Materials; provided, however, that such indemnity shall not apply to any preexisting conditions or conditions arising by or through Landlord. Landlord shall be solely responsible for preexisting environmental conditions and environmental conditions arising by or through Landlord but is under no obligation to undertake work to remedy or remediate such conditions, Tenant's sole option and remedy being to terminate this Lease.

d. Insurance and Indemnity. Any use of the Premises by Tenant shall be conducted in a manner that does not increase insurance premiums for the Property or cause cancellation of any insurance carried by Landlord. If such increase occurs due to Tenant's use, Tenant shall pay such additional premiums. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises, except to the extent arising by or through Landlord's or its agents' negligent and intentional acts or omissions.

e. No Warranty of Suitability. Landlord makes no warranty, express or implied, that the Premises are suitable for Tenant's intended use, and Tenant shall be solely responsible for confirming such suitability.

7. Alterations.

a. Tenant's Responsibility. All alterations, additions, or improvements to the Premises shall be the sole responsibility of Tenant.

b. Approval Required. Tenant shall not make or permit any alterations, additions, or improvements (collectively, "Alterations") to the Premises without first obtaining Landlord's prior written approval, which approval may be conditioned on compliance with such requirements as Landlord may reasonably impose, including review of plans and specifications by Landlord's architect or engineer, but shall not be unreasonably withheld or delayed. Cosmetic, non-structural Alterations under $10,000 in aggregate cost per project may be undertaken without prior approval, provided Tenant gives Landlord at least ten (10) days prior written notice.

c. Standards. All Alterations shall:

(1) be performed at Tenant's sole cost and expense;

(2) be done in a good and workmanlike manner, consistent with the quality of the building and in compliance with all applicable laws, codes, and ordinances;

(3) not adversely affect the structural integrity of the building, or any building systems (including HVAC, electrical, plumbing, or life-safety systems);

(4) be performed only by licensed contractors approved by Landlord; and

(5) be performed free of liens, claims, or encumbrances.

d. Restoration. Unless Landlord otherwise agrees in writing at the time of approval of any Alterations, Tenant shall, at its sole cost and expense, remove all Alterations (other than customary, non-structural improvements reasonably suitable for future tenants) and restore the Premises to its prior condition (with no obligation to improve the condition from what existed at the Commencement Date) at the expiration or earlier termination of this Lease.

e. Ownership. All Alterations made to the Premises (other than fixtures to the real property or its improvements) shall remain the property of Tenant and shall only remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease if agreed to by the parties in writing.

f. Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord from and against any claims, damages, or liabilities arising from the performance of Alterations, including mechanic's or construction liens, except to the extent arising by or through Landlord's or its agents' negligent and intentional acts or omissions. If any lien is filed against the Premises or the Property due to Tenant's use or occupancy of the Premises, Tenant shall discharge such lien within thirty (30) days, either by payment, bonding, or otherwise, and failure to do so shall constitute an Event of Default.

8. Triple Net Lease.

a. Nature of Lease. This Lease is intended to be a triple net lease, such that, except as expressly provided in this Lease, Landlord shall receive the Base Rent set forth in Section 3 without deduction, offset, or responsibility for any costs, charges, expenses, or obligations of any kind relating to the Premises or the Property.

b. Tenant's Obligations. In addition to Base Rent, Tenant shall pay as Additional Rent all of the following during the Term:

(1) Taxes. All real estate taxes, assessments, special assessments, and governmental charges (general or special, ordinary or extraordinary, foreseen or unforeseen) levied or assessed against the Property during the Term, other than income, franchise, or excise taxes imposed on Landlord.

(2) Utilities. All charges for water, gas, heat, electricity, sewer, stormwater, telephone, internet, and all other utilities or services supplied to or consumed on the Premises, whether separately metered, sub-metered, or otherwise allocated to Tenant.

(3) Insurance. All insurance premiums required under Section 10 of this Lease, including but not limited to liability, property, and casualty insurance covering Tenant's use and occupancy.

(4) Repairs and Maintenance. All costs of maintaining, repairing, and replacing the Premises and all systems serving the Premises (including electrical,

plumbing, mechanical, and HVAC). Nothing in this Lease shall create an obligation for Tenant to improve the condition of the Premises beyond the condition it was in at the Commencement Date.

(5) Other Charges. Any other expense incurred in connection with Tenant's use of the Premises, except as specifically allocated to Landlord in this Lease.

c. Landlord's Obligations. Except to the extent required due to Landlord's or its agents' negligent and intentional acts or omissions subject to the limitations contained in this Lease, Landlord shall have no responsibility for the repair, replacement, and maintenance of (i) the structural elements of the building, including foundation, exterior walls, and roof, and (ii) capital components unrelated to Tenant's use or Alterations.

d. Payment and Administration. All Additional Rent shall be payable to Landlord within thirty (30) days after Landlord delivers an invoice or written demand therefor, together with reasonable supporting documentation. Failure to pay Additional Rent shall be treated as a failure to pay Base Rent and shall constitute an Event of Default.

e. No Offset. Tenant's obligations under this Section are absolute and unconditional and shall not be subject to abatement, reduction, counterclaim, or setoff, except as expressly provided in this Lease or required by law.

9. Subletting and Assignment.

a. General Restriction. Except for Tenant subleasing this Lease to the Subtenant, Tenant shall not assign this Lease, sublet all or any portion of the Premises, license the use of the Premises, mortgage its leasehold interest, or otherwise transfer any rights under this Lease (each, a "Transfer") without the prior written consent of Landlord. Any attempted Transfer without such consent shall be void and shall constitute an Event of Default. Tenant's sublease agreement with Subtenant shall contain an identical limitation on subleasing except that Subtenant's issuance of Golf Club memberships/passes shall be permitted without requiring the prior written consent of Landlord.

b. Affiliates and Successors. Notwithstanding subsection (a), Tenant may, without Landlord's prior consent but upon not less than thirty (30) days' prior written notice to Landlord, assign this Lease or sublet the Premises to (i) any entity controlling, controlled by, or under common control with Tenant, (ii) any successor entity resulting from merger, consolidation, or reorganization of Tenant, or (iii) any purchaser of substantially all of Tenant's assets, provided that (A) Tenant remains primarily liable under this Lease, (B) the transferee assumes all of Tenant's obligations under this Lease pursuant to a written assumption agreement reasonably acceptable to Landlord, and (C) such Transfer does not materially increase the occupancy load or alter the use of the Premises.

c. Conditions of Landlord's Consent. As a condition to granting consent to any Transfer (other than those permitted under subsection (b) and Tenant's sublease to Subtenant provided that Tenant provides Landlord with a copy of the sublease agreement), Landlord may require:

(1) Delivery of a true and complete copy of the proposed assignment, sublease, or other transfer instrument;

(2) Reasonable evidence of the proposed transferee's financial condition, business reputation, and experience;

(3) Execution by Tenant and the transferee of an assignment and assumption agreement in form reasonably acceptable to Landlord; and

(4) Reimbursement of Landlord's reasonable attorneys' fees and costs incurred in connection with reviewing the request, not to exceed $2,500.

d. Tenant Liability. No Transfer shall release Tenant from its obligations under this Lease, and Tenant shall remain fully and primarily liable, jointly and severally with any transferee, unless expressly released in writing by Landlord.

e. Excess Rent. If Tenant sublets the Premises (other than to an affiliate or successor permitted under subsection (b)) for rent in excess of the rent payable under this Lease, Tenant shall pay to Landlord ninety five percent (95%) of such excess as Additional Rent.

10. Insurance and Indemnification.

a. Tenant's Insurance. At all times during the Term, Tenant shall, at its sole cost and expense, maintain and keep in force:

(1) Commercial General Liability Insurance on an occurrence basis, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering bodily injury, death, personal injury, and property damage, including contractual liability covering Tenant's obligations under this Lease.

(2) Property Insurance covering Tenant's personal property, trade fixtures, equipment, and inventory located in or about the Premises, on a "special form" or "all risk" basis, in an amount not less than full replacement value.

(3) Workers' Compensation Insurance as required by Wisconsin law and Employer's Liability Insurance with limits of not less than $500,000 each accident, $500,000 disease policy limit, and $500,000 disease each employee.

b. Policy Requirements. All insurance required under this Section shall:

(1) Be issued by insurers authorized to do business in Wisconsin, with an A.M. Best rating of at least A-VII;

(2) Name Landlord, its officials, employees, and agents as additional insureds (except workers' compensation and business interruption);

(3) Be primary and non-contributory with any insurance carried by Landlord; and

(4) Provide that coverage shall not be canceled, non-renewed, or materially modified except upon at least thirty (30) days' prior written notice to Landlord.

c. Evidence of Coverage; Subtenant. Tenant shall deliver to Landlord certificates of insurance (and, upon request, complete copies of policies and endorsements) evidencing the required coverages prior to occupancy and thereafter not less than annually. Failure to maintain required insurance shall constitute an Event of Default. Tenant may satisfy its responsibilities under this Section 10 by requiring Subtenant to provide such insurance in its sublease agreement in which case Tenant or Subtenant shall deliver the required certificates of insurance to Landlord.

d. Landlord's Insurance. Landlord shall maintain property insurance covering the building (excluding Tenant's personal property and trade fixtures) against loss or damage by fire and other perils commonly included in "all risk" coverage. Premiums for such insurance shall be reimbursed by Tenant as Additional Rent under Section 8 (Triple Net Lease).

e. Indemnification by Tenant. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord, its officials, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Tenant's use or occupancy of the Premises, (ii) the conduct of Tenant's business, (iii) any work, Alterations, or improvements made by or on behalf of Tenant, and (iv) any negligent acts, errors, omissions, or willful misconduct of Tenant, its subtenants, employees, agents, contractors, or invitees. This indemnity shall not apply to the extent caused by Landlord's or its agents' negligent acts, errors, omissions, or willful misconduct.

11. Default and Remedies.

a. Events of Default. Each of the following shall constitute an "Event of Default" by Tenant under this Lease:

(1) Nonpayment of Rent. Tenant fails to pay any installment of Base Rent or Additional Rent when due under this Lease within ten (10) days after written notice from Landlord.

(2) Other Covenants. Tenant fails to observe or perform any other covenant, agreement, or obligation of Tenant under this Lease, and such failure continues for more than thirty (30) days after written notice from Landlord; provided, however, if the default is not curable using commercially reasonable efforts within thirty (30) days, Tenant shall not be in default if Tenant promptly commences cure within such period and diligently prosecutes it to completion.

(3) Vacancy or Abandonment. Tenant vacates or abandons the Premises for more than thirty (30) consecutive days without Landlord's consent. Subtenant's closure of the Premises during the golf offseason shall not be deemed to be vacation or abandonment under this paragraph.

(4) Unauthorized Transfer. Tenant assigns this Lease or sublets the Premises (or any portion thereof) without Landlord's consent where such consent is required.

(5) Insolvency. Tenant (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, (iii) has a petition filed against it under any bankruptcy or insolvency law that is not dismissed within sixty (60) days, (iv) has a receiver or trustee appointed for substantially all of its property, or (v) admits in writing its inability to pay its debts as they mature.

(6) Liens. Tenant permits any mechanic's, materialman's, or other lien to be filed against the Premises or Property and fails to discharge or bond over such lien within thirty (30) days after filing.

b. Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord may, at its option, exercise one or more of the following remedies, in addition to all other remedies available at law or in equity, without further notice or demand (except as expressly required herein):

(1) Termination. Landlord may terminate this Lease by written notice to Tenant, whereupon all rights of Tenant hereunder shall cease. Landlord may recover from Tenant all damages permitted by Wisconsin law, including without limitation:

- Unpaid Rent accrued through the date of termination;
- The worth at the time of award of the amount by which the unpaid Base Rent for the balance of the Term exceeds the fair rental value of the Premises; and
- Reasonable attorneys' fees and costs incurred by Landlord.

(2) Re-Entry and Reletting. Landlord may re-enter the Premises and remove all persons and property therefrom, in compliance with Wisconsin law. Landlord may relet the Premises on such terms as it deems advisable. Tenant shall remain liable for any deficiency between (i) the Base Rent reserved in this Lease and (ii) the amounts actually received by Landlord upon such reletting, plus all reletting costs, including brokerage fees, reasonable attorneys' fees, and costs of renovation or repair.

(3) Acceleration. Landlord may, at its election, declare the entire Base Rent for the remainder of the Term immediately due and payable in a lump sum, subject to Landlord's duty to mitigate damages under Wisconsin law.

(4) Self-Help. Landlord may, but shall not be obligated to, cure any Event of Default at Tenant's expense. All costs and expenses so incurred shall be Additional Rent due from Tenant within ten (10) days after written demand, together with interest at the rate of twelve percent (12%) per annum (or the maximum rate permitted by law, if less).

c. Additional Protections.

(1) Attorneys' Fees. Tenant shall reimburse Landlord for all reasonable attorneys' fees, court costs, and expenses incurred in enforcing this Lease or in connection with any Event of Default.

(2) No Waiver. Landlord's acceptance of Rent after default shall not be deemed a waiver of such default, nor shall Landlord's waiver of any default constitute a waiver of any other default.

(3) Waiver of Redemption. Tenant waives, to the fullest extent permitted by Wisconsin law, any right of redemption or reinstatement after termination of this Lease.

(4) Cumulative Remedies. The rights and remedies of Landlord set forth herein are cumulative and not exclusive of any other rights or remedies available at law or in equity.

12. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, letters of intent, proposals, understandings, representations, warranties, promises, and agreements, whether written or oral, relating to the Premises or this Lease.

No statement, promise, agreement, or understanding made or entered into by either party, or by any agent, employee, or representative of either party, shall be binding or of any effect unless specifically set forth in the Lease.

This Lease may not be amended, modified, or supplemented except by a written instrument executed by both Landlord and Tenant.

13. Notices. All notices, demands, or communications required or permitted under this Lease shall be in writing and delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth below (or such other addresses as either party may designate in writing). Notices shall be effective upon receipt or refusal.

For Notice to Landlord: Village of Germantown
ATTN: Matthew Trebatoski, Village Administrator
N112 W17001 Mequon Road
Germantown, WI 53022

For Notice to Tenant: Blackstone Creek, LLC
c/o Jim Sedgwick, The Heimat Group Inc.
12075 N Corporate Parkway, Suite 250
Mequon, WI 53092

14. Quiet Enjoyment. So long as Tenant fully and timely performs all of its obligations under this Lease and is not in default, Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the Term, without interference by Landlord or anyone claiming through Landlord, subject at all times to the terms, conditions, reservations, and rights of Landlord set forth in this Lease.

Tenant acknowledges and agrees that Landlord's exercise of its rights under this Lease, including but not limited to access for inspection, maintenance, or repair shall not constitute a breach of Landlord's covenant of quiet enjoyment.

15. Subordination; Attornment; Non-Disturbance.

a. Subordination. This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate at all times to the lien of any mortgage, deed of trust, or other security instrument now or hereafter encumbering the Property, and to all renewals, modifications, consolidations, replacements, or extensions thereof (collectively, "Mortgage"). Tenant shall promptly execute and deliver any instrument reasonably requested by Landlord or any mortgagee confirming such subordination.

b. Attornment. In the event of foreclosure, deed in lieu of foreclosure, or sale pursuant to the power of sale under any Mortgage, or if Landlord otherwise transfers its interest in the Property, Tenant shall attorn to and recognize such purchaser, transferee, or successor (including a mortgagee or its designee) as Landlord under this Lease, and this Lease shall continue in full force and effect.

c. Non-Disturbance. Provided Tenant is not in default under this Lease beyond any applicable cure period, Tenant's right to possession of the Premises shall not be disturbed or terminated by reason of any foreclosure, deed in lieu, or other enforcement of a Mortgage. Landlord shall use commercially reasonable efforts to obtain a written non-disturbance agreement from any existing or future mortgagee, but failure to obtain such agreement shall not be deemed a default by Landlord.

d. Self-Executing. The provisions of this Section shall be self-executing and no further instrument of subordination shall be required provided, however, that Tenant shall, upon request, execute and deliver confirmatory instruments in recordable form to evidence such subordination or attornment.

e. Conflict. In the event of a conflict between the provisions of this Section and any non-disturbance agreement actually entered into with a mortgagee, the terms of the non-disturbance agreement shall control as between Tenant and such mortgagee.

16. Surrender of Premises.

a. Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord in the same or better condition that existed at the Commencement Date (with Tenant having no obligation to improve the condition from what existed at the Commencement Date), ordinary wear and tear excepted, and free of all occupants, debris, and rubbish. Tenant shall repair any damage caused by the removal of its property, trade fixtures, or Alterations.

b. Removal of Property. Tenant shall, at its sole cost and expense, remove from the Premises all of Tenant's or Subtenant's personal property, trade fixtures, equipment, and any Alterations required to be removed pursuant to Section 7. Any property not removed by Tenant shall, at Landlord's option:

(1) be deemed abandoned by Tenant and may be removed, stored, sold, or otherwise disposed of by Landlord at Tenant's expense; or

(2) become the property of Landlord without compensation or liability.

c. Survival of Obligations. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

d. Hold Harmless. Tenant shall indemnify and hold Landlord harmless from all claims, costs, expenses, damages, and liabilities (including attorneys' fees) arising from Tenant's failure to surrender the Premises in the condition required by this Lease.

17. Holding Over.

a. Month-to-Month Tenancy. Any holding over by Tenant after the expiration or earlier termination of this Lease without Landlord's prior written consent shall create only a month-to-month tenancy, subject to termination by either party upon thirty (30) days' prior written notice. Such tenancy shall be on the same terms and conditions set forth in this Lease, except that Base Rent shall be increased to five thousand dollars ($5,000) per month payable in advance, without notice, demand, setoff, or deduction, on or before the first (1st) day of each calendar month plus all Additional Rent.

b. No Renewal. No holding over, even with Landlord's acceptance of Rent, shall be deemed to operate as a renewal or extension of this Lease, or to entitle Tenant to any further rights under this Lease, except as expressly provided herein.

c. Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all losses, liabilities, costs, claims, damages, or expenses (including reasonable attorneys' fees) arising out of or relating to Tenant's failure to surrender the Premises as required under Section 16, including without limitation any claims made by a succeeding tenant or prospective occupant.

18. Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereby waive trial by jury in any action, proceeding, claim, counterclaim, or cross-claim, whether in contract, tort, or otherwise, arising out of or relating to this Lease, the Premises, or the relationship of Landlord and Tenant.

Each party further agrees that (a) this waiver is a material inducement to the execution of this Lease; (b) it has knowingly and voluntarily waived its jury trial rights after consulting (or having had the opportunity to consult) with legal counsel; and (c) this waiver shall survive the expiration or earlier termination of this Lease.

19. **Governing Law and Venue**. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict-of-laws principles.

Venue for any action, proceeding, or dispute arising out of or relating to this Lease shall lie exclusively in the state courts located in Washington County, Wisconsin, and the parties irrevocably submit to the jurisdiction of such courts.

Tenant waives any objection to venue or forum non conveniens with respect to actions or proceedings brought in such courts.

20. **Severability**. If any provision of this Lease, or the application thereof to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected and shall remain in full force and effect.

To the extent permitted by law, the parties further agree that in lieu of any such invalid, illegal, or unenforceable provision, there shall be added automatically a valid, legal, and enforceable provision as similar in terms to such provision as may be possible.

21. **No Waiver**. No failure, delay, or omission by Landlord in exercising any right, remedy, or power under this Lease shall impair such right, remedy, or power, or be construed as a waiver thereof. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise of the same or of any other right, remedy, or power.

No waiver shall be valid unless in writing and signed by Landlord, and no waiver on one occasion shall be deemed a waiver of the same or any other right or remedy on any future occasion.

The acceptance of Rent or other payment by Landlord during the existence of an Event of Default shall not be deemed a waiver of such Event of Default, nor shall it limit or impair Landlord's rights and remedies with respect thereto.

22. **Counterparts; Electronic Signatures**. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures delivered by PDF, facsimile, DocuSign, or other reliable electronic transmission shall be deemed original signatures for all purposes and shall be fully binding on the parties.

The parties agree that this Lease may be stored and maintained in electronic format (including PDF), and that such electronic copies shall be admissible in evidence and have the same force and effect as an original executed version.

23. **Authority**. Each party represents and warrants to the other that:

a. It has full right, power, and authority to enter into this Lease and to perform its obligations hereunder;

b. The execution, delivery, and performance of this Lease by such party have been duly authorized by all necessary action;

c. This Lease constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms; and

d. The person executing this Lease on behalf of such party is duly authorized to do so and to bind such party.

Tenant further represents and warrants that (i) if Tenant is an entity to be formed, it shall be duly formed, validly existing, and in good standing under the laws of its jurisdiction prior to the Commencement Date, and (ii) it shall be duly qualified to transact business in Wisconsin throughout the Term.

24. **Municipal Approvals**. This Lease and all obligations of Landlord hereunder are expressly conditioned upon and subject to formal approval by the Village Board of the Village of Germantown. No Lease, amendment, modification, extension, or renewal shall be binding upon Landlord unless and until such approval has been duly granted and entered into the official records of the Village.

Tenant acknowledges and agrees that:

a. Execution of this Lease by any officer, employee, or agent of the Village prior to Village Board approval shall not bind the Village;

b. Tenant has no claim or right against the Village unless and until such approval is granted; and

c. Landlord shall have no liability to Tenant if Village Board approval is withheld for any reason.

25. **Casualty**. In the event of fire or other casualty event, either party may terminate this Lease by notice to the other given within one-hundred twenty (120) days after the casualty event if the Premises is damaged by fire or other casualty to the extent of twenty-five percent (25%) or more of the insurable value. If this Lease is not terminated, Landlord shall restore the Premises to as near a condition as reasonably practicable as existing on the Commencement Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the parties have executed this Lease as of the dates set forth below.

LANDLORD:

Village of Germantown

By: ______________________________
Name: ______________________________
Title: ______________________________

TENANT:

Blackstone Creek, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________

LEASE AGREEMENT

(Former Recycling Center Site)

This Lease Agreement (the "Lease") is entered into by and between the Village of Germantown, a Wisconsin municipal corporation ("Landlord"), and Blackstone Creek, LLC, a Wisconsin limited liability company ("Tenant") as of the date that the last party to this Lease executes the same.

WHEREAS, Landlord is the owner of ~~certain real property~~the approximately 10.55 acres of land located at N116 W17230 Main Street, Germantown, Wisconsin, also identified as Tax Key No. GTNV 211-999 (the "Property"); and

WHEREAS, Tenant ~~operates the Blackstone Creek Golf Club from~~owns the property located at N112 W17300 Mequon Road (the "Golf Club Property"), which is adjacent to the Property~~;~~, and presently leases the same to Blackstone Creek Golf Club Ltd, a Wisconsin limited liability company ("Subtenant"), for the operation of a golf course (the "Golf Club"); and

WHEREAS, as part of overall development plans, a portion of the Golf Club ~~property~~Property has been sold by the ~~owner~~Tenant, who has plans for more development on the property in the area ~~Tenant~~Subtenant currently uses for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Tenant desires to lease the Property for the purposes of providing the Subtenant with temporary space for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Subtenant wishes to sublease the Property for the purposes of temporary space for a clubhouse, patron parking, and storage of golf carts; and

WHEREAS, Landlord is willing to lease the Property to Tenant and approve the sublease to the Subtenant, subject to the terms, conditions, and obligations set forth in this Lease and a separate sublease agreement by and between Tenant and Subtenant;

WHEREAS, Landlord and Tenant desire to enter into this Lease in order to set forth their respective rights, obligations, and liabilities with respect to the use of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant agree as follows:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the ~~approximately 10.55 acres of land located at N116 W17230 Main Street in the Village of Germantown~~Property together with the right to use the existing buildings on the ~~land, as more particularly depicted on Attachment A (~~Property (collectively the "Premises").

2. **Term**. The initial term of this Lease (the "Initial Term") shall be for a period commencing on October 1, 2026 (the "Commencement Date") and expiring on December 31, 2027 (the "Expiration Date"), unless earlier terminated or renewed pursuant to the provisions of this

Lease. For purposes of this Lease, the "Term" shall mean, collectively, the Initial Term and any Renewal Term validly exercised by Tenant pursuant to this Lease.

a. Option to Renew. Tenant shall have two (2) options to renew this Lease for an additional term of one (1) year (January 1 through December 31) ~~(the~~each (each, a "Renewal Term"), upon the same terms and conditions contained herein, except as otherwise agreed in writing by the parties.

b. Conditions to Renewal. Tenant's right to exercise ~~the~~a Renewal Term are conditioned upon:

(1) Tenant providing written notice of renewal to Landlord ~~not less~~no later than ~~sixty (60) days prior to~~August 1 of the ~~Expiration Date~~then current Lease Term unless extended by the parties in writing; and

(2) Tenant not being in default under this Lease, either at the time of giving notice or at the commencement of the Renewal Term.

(3) Formal approval of such renewal by the Village Board of the Village of Germantown, which approval shall not be unreasonably withheld, conditioned, or delayed and shall be provided no later than September 10 of the then current Lease Term unless extended by the parties in writing. In the event that the Village Board does not approve such renewal by September 10 of the then current Lease Term (or such later date as agreed to by the parties), such non-approval shall be deemed a denial of the request.

3. Rent.

a. Base Rent. Tenant shall pay to Landlord annual base rent in the amount of Five Hundred Dollars ($500.00) ("Base Rent"), in advance, without notice, demand, setoff, or deduction, on or before the Commencement Date and again on or before the first (1st) day of ~~the~~each applicable Renewal Term.

b. Place and Method of Payment. All Rent shall be payable to Landlord at such address as Landlord may designate from time to time in writing. Payments shall be made by check, electronic transfer, or such other commercially acceptable method as Landlord may approve.

c. Additional Rent. In addition to Base Rent, Tenant shall pay as "Additional Rent" all other sums of money, charges, costs, expenses, taxes, and obligations which Tenant assumes or agrees to pay under this Lease, including without limitation the amounts due under Section 8. All such Additional Rent shall be payable in the same manner and at the same time as Base Rent unless otherwise expressly provided.

d. Late Charges and Interest. If any installment of Base Rent or Additional Rent is not received by Landlord within five (5) days after its due date, Tenant shall pay a late charge of five percent (5%) of the delinquent amount, in addition to the unpaid Rent. Any amounts not paid within ten (10) days of their due date shall bear interest from the due date until paid in full at the rate of twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is less.

e. Rent Independent of Landlord Obligations. Tenant's obligation to pay Rent shall be absolute and unconditional and shall not be subject to abatement, deduction, counterclaim, or setoff, except as expressly provided in this Lease or required by law.

4. Security Deposit.

a. Amount and Delivery. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars ($1,500.00) (the "Security Deposit") as security for the full and faithful performance by Tenant of every provision of this Lease.

b. Application by Landlord. Landlord may apply all or any portion of the Security Deposit to cure any Event of Default by Tenant, including without limitation unpaid Rent, late charges, interest, costs of repair, cleaning, or replacement, and any damages or expenses incurred by Landlord as a result of Tenant's breach. Application of the Security Deposit by Landlord shall not limit or waive Landlord's right to pursue any other remedies provided herein or at law.

c. Replenishment. If Landlord applies any portion of the Security Deposit, Tenant shall, within ten (10) days after written demand, restore the Security Deposit to its original amount. Failure to do so shall constitute an Event of Default under this Lease.

d. Non-Assignment. The Security Deposit shall not be assigned or encumbered by Tenant and shall not serve as a limitation on Landlord's damages or remedies.

e. Interest. Unless otherwise required by applicable Wisconsin law, Landlord shall not be required to pay Tenant any interest on the Security Deposit.

f. Return of Deposit. Provided Tenant has fully performed all of its obligations under this Lease, Landlord shall return the Security Deposit, or the balance thereof, to Tenant within sixty (60) days after the later of (i) the expiration or termination of this Lease (including any Renewal Term), and (ii) Tenant's surrender of possession of the Premises in accordance with this Lease. The Security Deposit shall automatically carry over and apply to any Renewal Term of this Lease, without increase, reduction, or the need for a new deposit, unless otherwise agreed in writing by the parties.

5. Condition of Premises.

a. Acceptance of Premises. Tenant acknowledges that it has inspected the Premises and accepts the Premises in its present, existing, "AS-IS, WHERE-IS" condition, with all faults and without representation or warranty of any kind, express or implied, by Landlord, including without limitation any warranty of suitability for Tenant's intended use, merchantability, or fitness for a particular purpose.

b. No Landlord Obligation. Landlord shall have no obligation to repair, remodel, improve, or alter the Premises in connection with Tenant's occupancy, except as expressly provided in this Lease. Tenant shall be solely responsible for performing any work necessary to prepare the Premises for Tenant's intended use, at Tenant's sole cost and expense, and in compliance with Section 7.

c. Environmental and Code Compliance. Tenant assumes full responsibility for determining whether the Premises are suitable for Tenant's intended use, including compliance with zoning, building, health, safety, fire, and other applicable codes and regulations. Landlord makes no representation as to the compliance of the Premises with such codes, ordinances, or regulations, but shall reasonably cooperate with Tenant in obtaining full compliance with such codes, ordinances, or regulations by participating in or consenting to required applications as the owner, authorizing work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to bring about compliance. Tenant shall have no obligation to cure preexisting code, ordinance, or regulation violations or code, ordinance, or regulation violations arising by or through Landlord.

d. Disclaimer of Reliance. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any statement or promise regarding the condition of the Premises or the Property, except as expressly set forth in this Lease, and Tenant has not relied on any representation or warranty not expressly contained herein.

6. Permitted Use.

a. Use. Tenant shall use and occupy the Premises solely for lawful commercial purposes consistent with the operation of a golf course and the associated clubhouse, patron parking, and storage of golf carts uses provided in this Lease and in accordance with, and permitted under, applicable zoning ordinances, building codes, and all other municipal, state, and federal laws, rules, and regulations (collectively, "Applicable Laws"). Landlord shall reasonably cooperate with Tenant in complying with Applicable Laws by participating in or consenting to required applications as the owner, authorizing work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to bring about or ensure compliance. Tenant shall not commit or permit any waste, nuisance, or use that is dangerous, unlawful, immoral, or inconsistent with the character of the Property or the surrounding area.

b. Compliance With Laws. Tenant, at its sole cost and expense, and with Landlord's reasonable cooperation, shall obtain and maintain in full force and effect all licenses, permits, and approvals required for its operations, and shall comply with all Applicable Laws now or hereafter in effect, including without limitation health and safety codes, fire codes, and accessibility requirements. Reasonable cooperation in this paragraph shall mean that Landlord participates in or consents to required applications as the owner, authorizes work and access, and the like, but Landlord is under no obligation to fund or undertake work on its own to maintain compliance.

c. Hazardous Materials. Tenant shall not use, store, generate, release, or dispose of any hazardous, toxic, or flammable substances, chemicals, or materials (“Hazardous Materials”) in, on, or about the Premises, except in de minimis amounts customarily used in Tenant’s lawful business and in compliance with all Applicable Laws. Tenant shall indemnify, defend, and hold harmless Landlord from any and all liability, loss, cost, claim, or damage arising out of Tenant’s use, storage, or disposal of Hazardous Materials; provided, however, that such indemnity shall not apply to any preexisting conditions or conditions arising by or through Landlord. Landlord shall be solely responsible for preexisting environmental conditions and environmental conditions arising by or through Landlord but is under no obligation to undertake work to remedy or remediate such conditions, Tenant’s sole option and remedy being to terminate this Lease.

d. Insurance and Indemnity. Any use of the Premises by Tenant shall be conducted in a manner that does not increase insurance premiums for the Property or cause cancellation of any insurance carried by Landlord. If such increase occurs due to Tenant’s use, Tenant shall pay such additional premiums. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant’s use of the Premises, except to the extent arising by or through Landlord’s or its agents’ negligent and intentional acts or omissions.

e. No Warranty of Suitability. Landlord makes no warranty, express or implied, that the Premises are suitable for Tenant’s intended use, and Tenant shall be solely responsible for confirming such suitability.

7. Alterations.

a. Tenant’s Responsibility. All alterations, additions, or improvements to the Premises shall be the sole responsibility of Tenant.

b. Approval Required. Tenant shall not make or permit any alterations, additions, or improvements (collectively, “Alterations”) to the Premises without first obtaining Landlord’s prior written approval, which approval may be conditioned on compliance with such requirements as Landlord may reasonably impose, including review of plans and specifications by Landlord’s architect or engineer~~.~~, but shall not be unreasonably withheld or delayed. Cosmetic, non-structural Alterations under $10,000 in aggregate cost per project may be undertaken without prior approval, provided Tenant gives Landlord at least ten (10) days prior written notice.

c. Standards. All Alterations shall:

(1) be performed at Tenant’s sole cost and expense;

(2) be done in a good and workmanlike manner, consistent with the quality of the building and in compliance with all applicable laws, codes, and ordinances;

(3) not adversely affect the structural integrity of the building, or any building systems (including HVAC, electrical, plumbing, or life-safety systems);

(4) be performed only by licensed contractors approved by Landlord; and

(5) be performed free of liens, claims, or encumbrances.

d. Restoration. Unless Landlord otherwise agrees in writing at the time of approval of any Alterations, Tenant shall, at its sole cost and expense, remove all Alterations (other than customary, non-structural improvements reasonably suitable for future tenants) and restore the Premises to its prior condition (with no obligation to improve the condition from what existed at the Commencement Date) at the expiration or earlier termination of this Lease.

e. Ownership. All Alterations made to the Premises (other than ~~Tenant's removable trade~~ fixtures~~, equipment, and personal~~ to the real property or its improvements) shall ~~immediately become~~remain the property of ~~Landlord~~Tenant and shall only remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease if agreed to by the parties in writing.

f. Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord from and against any claims, damages, or liabilities arising from the performance of Alterations, including mechanic's or construction liens~~.~~, except to the extent arising by or through Landlord's or its agents' negligent and intentional acts or omissions. If any lien is filed against the Premises or the Property due to Tenant's use or occupancy of the Premises, Tenant shall discharge such lien within thirty (30) days, either by payment, bonding, or otherwise, and failure to do so shall constitute an Event of Default.

8. Triple Net Lease.

a. Nature of Lease. This Lease is intended to be a triple net lease, such that, except as expressly provided in this Lease, Landlord shall receive the Base Rent set forth in Section 3 without deduction, offset, or responsibility for any costs, charges, expenses, or obligations of any kind relating to the Premises or the Property.

b. Tenant's Obligations. In addition to Base Rent, Tenant shall pay as Additional Rent all of the following during the Term:

(1) Taxes. All real estate taxes, assessments, special assessments, and governmental charges (general or special, ordinary or extraordinary, foreseen or unforeseen) levied or assessed against the Property during the Term, other than income, franchise, or excise taxes imposed on Landlord.

(2) Utilities. All charges for water, gas, heat, electricity, sewer, stormwater, telephone, internet, and all other utilities or services supplied to or consumed on the Premises, whether separately metered, sub-metered, or otherwise allocated to Tenant.

(3) Insurance. All insurance premiums required under Section 10 of this Lease, including but not limited to liability, property, and casualty insurance covering Tenant's use and occupancy.

(4) Repairs and Maintenance. All costs of maintaining, repairing, and replacing the Premises and all systems serving the Premises (including electrical, plumbing, mechanical, and HVAC). Nothing in this Lease shall create an obligation for Tenant to improve the condition of the Premises beyond the condition it was in at the Commencement Date.

(5) Other Charges. Any other expense incurred in connection with ~~the ownership, operation, repair, maintenance, and use of the Premises or~~ Tenant's use of the ~~Property~~Premises, except as specifically allocated to Landlord in this Lease.

c. ~~Landlord's Obligations.~~ Landlord's Obligations. Except to the extent required due to Landlord's or its agents' negligent and intentional acts or omissions subject to the limitations contained in this Lease, Landlord shall have no responsibility for the repair, replacement, and maintenance of (i) the structural elements of the building, including foundation, exterior walls, and roof, and (ii) capital components unrelated to Tenant's use or Alterations.

d. Payment and Administration. All Additional Rent shall be payable to Landlord within thirty (30) days after Landlord delivers an invoice or written demand therefor, together with reasonable supporting documentation. Failure to pay Additional Rent shall be treated as a failure to pay Base Rent and shall constitute an Event of Default.

e. No Offset. Tenant's obligations under this Section are absolute and unconditional and shall not be subject to abatement, reduction, counterclaim, or setoff, except as expressly provided in this Lease or required by law.

9. Subletting and Assignment.

a. General Restriction. ~~With the exception of a sublease to Blackstone Creek Golf Club Ltd., which Landlord hereby expressly approves~~Except for Tenant subleasing this Lease to the Subtenant, Tenant shall not assign this Lease, sublet all or any portion of the Premises, license the use of the Premises, mortgage its leasehold interest, or otherwise transfer any rights under this Lease (each, a "Transfer") without the prior written consent of Landlord. Any attempted Transfer without such consent shall be void and shall constitute an Event of Default. Tenant's sublease agreement with Subtenant shall contain an identical limitation on subleasing except that Subtenant's issuance of Golf Club memberships/passes shall be permitted without requiring the prior written consent of Landlord.

b. Affiliates and Successors. Notwithstanding subsection (a), Tenant may, without Landlord's prior consent but upon not less than thirty (30) days' prior written notice to Landlord, assign this Lease or sublet the Premises to (i) any entity controlling, controlled by, or under common control with Tenant, (ii) any successor entity resulting from merger, consolidation, or reorganization of Tenant, or (iii) any purchaser of substantially all of Tenant's assets, provided that (A) Tenant remains primarily liable under this Lease, (B) the transferee assumes all of Tenant's obligations under this Lease pursuant to a written assumption agreement reasonably acceptable to Landlord, and (C) such Transfer does not materially increase the occupancy load or alter the use of the Premises.

c. Conditions of Landlord's Consent. As a condition to granting consent to any Transfer (other than those permitted under subsection (b~~)),~~) and Tenant's sublease to Subtenant provided that Tenant provides Landlord with a copy of the sublease agreement), Landlord may require:

(1) Delivery of a true and complete copy of the proposed assignment, sublease, or other transfer instrument;

(2) Reasonable evidence of the proposed transferee's financial condition, business reputation, and experience;

(3) Execution by Tenant and the transferee of an assignment and assumption agreement in form reasonably acceptable to Landlord; and

(4) Reimbursement of Landlord's reasonable attorneys' fees and costs incurred in connection with reviewing the request, not to exceed $2,500.

d. Tenant Liability. No Transfer shall release Tenant from its obligations under this Lease, and Tenant shall remain fully and primarily liable, jointly and severally with any transferee, unless expressly released in writing by Landlord.

e. Excess Rent. If Tenant sublets the Premises (other than to an affiliate or successor permitted under subsection (b)) for rent in excess of the rent payable under this Lease, Tenant shall pay to Landlord ninety five percent (95%) of such excess as Additional Rent.

10. Insurance and Indemnification.

a. Tenant's Insurance. At all times during the Term, Tenant shall, at its sole cost and expense, maintain and keep in force:

(1) Commercial General Liability Insurance on an occurrence basis, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering bodily injury, death, personal injury, and property damage, including contractual liability covering Tenant's obligations under this Lease.

(2) Property Insurance covering Tenant's personal property, trade fixtures, equipment, and inventory located in or about the Premises, on a "special form" or "all risk" basis, in an amount not less than full replacement value.

(3) Workers' Compensation Insurance as required by Wisconsin law and Employer's Liability Insurance with limits of not less than $500,000 each accident, $500,000 disease policy limit, and $500,000 disease each employee.

~~(4) Business Interruption/Extra Expense Insurance sufficient to cover at least six (6) months of Rent and Additional Rent, to the extent reasonably available at commercially reasonable rates.~~

b. Policy Requirements. All insurance required under this Section shall:

(1) Be issued by insurers authorized to do business in Wisconsin, with an A.M. Best rating of at least A-VII;

(2) Name Landlord, its officials, employees, and agents as additional insureds (except workers' compensation and business interruption);

(3) Be primary and non-contributory with any insurance carried by Landlord; and

(4) Provide that coverage shall not be canceled, non-renewed, or materially modified except upon at least thirty (30) days' prior written notice to Landlord.

c. Evidence of Coverage; Subtenant. Tenant shall deliver to Landlord certificates of insurance (and, upon request, complete copies of policies and endorsements) evidencing the required coverages prior to occupancy and thereafter not less than annually. Failure to maintain required insurance shall constitute an Event of Default. Tenant may satisfy its responsibilities under this Section 10 by requiring Subtenant to provide such insurance in its sublease agreement in which case Tenant or Subtenant shall deliver the required certificates of insurance to Landlord.

d. Landlord's Insurance. Landlord shall maintain property insurance covering the building (excluding Tenant's personal property and trade fixtures) against loss or damage by fire and other perils commonly included in "all risk" coverage. Premiums for such insurance shall be reimbursed by Tenant as Additional Rent under Section 8 (Triple Net Lease).

e. Indemnification by Tenant. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord, its officials, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Tenant's use or occupancy of the Premises, (ii) the conduct of Tenant's business, (iii) any work, Alterations, or improvements made by or on behalf of Tenant, and (iv) any negligent acts, errors, omissions, or willful misconduct of Tenant, its subtenants, employees, agents, contractors, or invitees. This indemnity shall not apply to the extent caused by Landlord's ~~negligence~~or its agents' negligent acts, errors, omissions, or willful misconduct.

11. Default and Remedies.

a. Events of Default. Each of the following shall constitute an "Event of Default" by Tenant under this Lease:

(1) Nonpayment of Rent. Tenant fails to pay any installment of Base Rent or Additional Rent when due under this Lease within ten (10) days after written notice from Landlord.

(2) Other Covenants. Tenant fails to observe or perform any other covenant, agreement, or obligation of Tenant under this Lease, and such failure continues for more than thirty (30) days after written notice from Landlord; provided, however, if the default is not ~~reasonably~~ curable using commercially reasonable efforts within thirty (30) days, Tenant shall not be in default if Tenant promptly commences cure within such period and diligently prosecutes it to completion.

(3) Vacancy or Abandonment. Tenant vacates or abandons the Premises for more than thirty (30) consecutive days without Landlord's consent. Subtenant's closure of the Premises during the golf offseason shall not be deemed to be vacation or abandonment under this paragraph.

(4) Unauthorized Transfer. Tenant assigns this Lease or sublets the Premises (or any portion thereof) without Landlord's consent where such consent is required.

(5) Insolvency. Tenant (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, (iii) has a petition filed against it under any bankruptcy or insolvency law that is not dismissed within sixty (60) days, (iv) has a receiver or trustee appointed for substantially all of its property, or (v) admits in writing its inability to pay its debts as they mature.

(6) Liens. Tenant permits any mechanic's, materialman's, or other lien to be filed against the Premises or Property and fails to discharge or bond over such lien within thirty (30) days after filing.

b. Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord may, at its option, exercise one or more of the following remedies, in addition to all other remedies available at law or in equity, without further notice or demand (except as expressly required herein):

(1) Termination. Landlord may terminate this Lease by written notice to Tenant, whereupon all rights of Tenant hereunder shall cease. Landlord may recover from Tenant all damages permitted by Wisconsin law, including without limitation:

- Unpaid Rent accrued through the date of termination;
- The worth at the time of award of the amount by which the unpaid Base Rent for the balance of the Term exceeds the fair rental value of the Premises; and
- Reasonable attorneys' fees and costs incurred by Landlord.

(2) Re-Entry and Reletting. Landlord may re-enter the Premises and remove all persons and property therefrom, in compliance with Wisconsin law. Landlord may relet the Premises on such terms as it deems advisable. Tenant shall remain liable for any deficiency between (i) the Base Rent reserved in this Lease and (ii) the amounts actually received by Landlord upon such reletting, plus all reletting costs, including brokerage fees, reasonable attorneys' fees, and costs of renovation or repair.

(3) Acceleration. Landlord may, at its election, declare the entire Base Rent for the remainder of the Term immediately due and payable in a lump sum, subject to Landlord's duty to mitigate damages under Wisconsin law.

(4) Self-Help. Landlord may, but shall not be obligated to, cure any Event of Default at Tenant's expense. All costs and expenses so incurred shall be Additional Rent due from Tenant within ten (10) days after written demand, together with interest at the rate of twelve percent (12%) per annum (or the maximum rate permitted by law, if less).

c. Additional Protections.

(1) Attorneys' Fees. Tenant shall reimburse Landlord for all reasonable attorneys' fees, court costs, and expenses incurred in enforcing this Lease or in connection with any Event of Default.

(2) No Waiver. Landlord's acceptance of Rent after default shall not be deemed a waiver of such default, nor shall Landlord's waiver of any default constitute a waiver of any other default.

(3) Waiver of Redemption. Tenant waives, to the fullest extent permitted by Wisconsin law, any right of redemption or reinstatement after termination of this Lease.

(4) Cumulative Remedies. The rights and remedies of Landlord set forth herein are cumulative and not exclusive of any other rights or remedies available at law or in equity.

12. Entire Agreement. ~~This Lease, together with Attachment A (collectively, the "Lease Documents"),~~This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, letters of intent, proposals, understandings, representations, warranties, promises, and agreements, whether written or oral, relating to the Premises or this Lease.

No statement, promise, agreement, or understanding made or entered into by either party, or by any agent, employee, or representative of either party, shall be binding or of any effect unless specifically set forth in the Lease ~~Documents~~.

This Lease may not be amended, modified, or supplemented except by a written instrument executed by both Landlord and Tenant.

13. **Notices**. All notices, demands, or communications required or permitted under this Lease shall be in writing and delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth below (or such other addresses as either party may designate in writing). Notices shall be effective upon receipt or refusal.

For Notice to Landlord: Village of Germantown
ATTN: Matthew Trebatoski, Village Administrator
N112 W17001 Mequon Road
Germantown, WI 53022

For Notice to Tenant: Blackstone Creek, LLC
c/o Jim Sedgwick, The Heimat Group Inc.
12075 N Corporate Parkway, Suite 250
Mequon, WI 53092

14. **Quiet Enjoyment**. So long as Tenant fully and timely performs all of its obligations under this Lease and is not in default, Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the Term, without interference by Landlord or anyone claiming through Landlord, subject at all times to the terms, conditions, reservations, and rights of Landlord set forth in this Lease.

Tenant acknowledges and agrees that Landlord's exercise of its rights under this Lease, including but not limited to access for inspection, maintenance, or repair shall not constitute a breach of Landlord's covenant of quiet enjoyment.

15. **Subordination; Attornment; Non-Disturbance**.

a. Subordination. This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate at all times to the lien of any mortgage, deed of trust, or other security instrument now or hereafter encumbering the Property, and to all renewals, modifications, consolidations, replacements, or extensions thereof (collectively, "Mortgage"). Tenant shall promptly execute and deliver any instrument reasonably requested by Landlord or any mortgagee confirming such subordination.

b. Attornment. In the event of foreclosure, deed in lieu of foreclosure, or sale pursuant to the power of sale under any Mortgage, or if Landlord otherwise transfers its interest in the Property, Tenant shall attorn to and recognize such purchaser, transferee, or successor (including a mortgagee or its designee) as Landlord under this Lease, and this Lease shall continue in full force and effect.

c. Non-Disturbance. Provided Tenant is not in default under this Lease beyond any applicable cure period, Tenant's right to possession of the Premises shall not be disturbed or terminated by reason of any foreclosure, deed in lieu, or other enforcement of a Mortgage. Landlord shall use commercially reasonable efforts to obtain a written non-disturbance agreement from any existing or future mortgagee, but failure to obtain such agreement shall not be deemed a default by Landlord.

d. Self-Executing. The provisions of this Section shall be self-executing and no further instrument of subordination shall be required provided, however, that Tenant shall, upon request, execute and deliver confirmatory instruments in recordable form to evidence such subordination or attornment.

e. Conflict. In the event of a conflict between the provisions of this Section and any non-disturbance agreement actually entered into with a mortgagee, the terms of the non-disturbance agreement shall control as between Tenant and such mortgagee.

16. Surrender of Premises.

a. Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord in ~~good order, condition, and repair,~~the same or better condition that existed at the Commencement Date (with Tenant having no obligation to improve the condition from what existed at the Commencement Date), ordinary wear and tear excepted, and free of all occupants, debris, and rubbish. Tenant shall repair any damage caused by the removal of its property, trade fixtures, or Alterations.

b. Removal of Property. Tenant shall, at its sole cost and expense, remove from the Premises all of Tenant's or Subtenant's personal property, trade fixtures, equipment, and any Alterations required to be removed pursuant to Section 7. Any property not removed by Tenant shall, at Landlord's option:

(1) be deemed abandoned by Tenant and may be removed, stored, sold, or otherwise disposed of by Landlord at Tenant's expense; or

(2) become the property of Landlord without compensation or liability.

c. Survival of Obligations. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

d. Hold Harmless. Tenant shall indemnify and hold Landlord harmless from all claims, costs, expenses, damages, and liabilities (including attorneys' fees) arising from Tenant's failure to surrender the Premises in the condition required by this Lease.

17. Holding Over.

a. Month-to-Month Tenancy. Any holding over by Tenant after the expiration or earlier termination of this Lease without Landlord's prior written consent shall create only a month-to-month tenancy, subject to termination by either party upon thirty (30) days' prior written notice. Such tenancy shall be on the same terms and conditions set forth in this Lease, except that Base Rent shall be increased to five thousand dollars ($5,000) per month payable in advance, without notice, demand, setoff, or deduction, on or before the first (1st) day of each calendar month plus all Additional Rent.

b. No Renewal. No holding over, even with Landlord's acceptance of Rent, shall be deemed to operate as a renewal or extension of this Lease, or to entitle Tenant to any further rights under this Lease, except as expressly provided herein.

c. Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all losses, liabilities, costs, claims, damages, or expenses (including reasonable attorneys' fees) arising out of or relating to Tenant's failure to surrender the Premises as required under Section 16, including without limitation any claims made by a succeeding tenant or prospective occupant.

18. Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereby waive trial by jury in any action, proceeding, claim, counterclaim, or cross-claim, whether in contract, tort, or otherwise, arising out of or relating to this Lease, the Premises, or the relationship of Landlord and Tenant.

Each party further agrees that (a) this waiver is a material inducement to the execution of this Lease; (b) it has knowingly and voluntarily waived its jury trial rights after consulting (or having had the opportunity to consult) with legal counsel; and (c) this waiver shall survive the expiration or earlier termination of this Lease.

19. Governing Law and Venue. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict-of-laws principles.

Venue for any action, proceeding, or dispute arising out of or relating to this Lease shall lie exclusively in the state courts located in Washington County, Wisconsin, and the parties irrevocably submit to the jurisdiction of such courts.

Tenant waives any objection to venue or forum non conveniens with respect to actions or proceedings brought in such courts.

20. Severability. If any provision of this Lease, or the application thereof to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected and shall remain in full force and effect.

To the extent permitted by law, the parties further agree that in lieu of any such invalid, illegal, or unenforceable provision, there shall be added automatically a valid, legal, and enforceable provision as similar in terms to such provision as may be possible.

21. No Waiver. No failure, delay, or omission by Landlord in exercising any right, remedy, or power under this Lease shall impair such right, remedy, or power, or be construed as a waiver thereof. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise of the same or of any other right, remedy, or power.

No waiver shall be valid unless in writing and signed by Landlord, and no waiver on one occasion shall be deemed a waiver of the same or any other right or remedy on any future occasion.

The acceptance of Rent or other payment by Landlord during the existence of an Event of Default shall not be deemed a waiver of such Event of Default, nor shall it limit or impair Landlord's rights and remedies with respect thereto.

22. **Counterparts; Electronic Signatures**. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures delivered by PDF, facsimile, DocuSign, or other reliable electronic transmission shall be deemed original signatures for all purposes and shall be fully binding on the parties.

The parties agree that this Lease may be stored and maintained in electronic format (including PDF), and that such electronic copies shall be admissible in evidence and have the same force and effect as an original executed version.

23. **Authority**. Each party represents and warrants to the other that:

a. It has full right, power, and authority to enter into this Lease and to perform its obligations hereunder;

b. The execution, delivery, and performance of this Lease by such party have been duly authorized by all necessary action;

c. This Lease constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms; and

d. The person executing this Lease on behalf of such party is duly authorized to do so and to bind such party.

Tenant further represents and warrants that (i) if Tenant is an entity to be formed, it shall be duly formed, validly existing, and in good standing under the laws of its jurisdiction prior to the Commencement Date, and (ii) it shall be duly qualified to transact business in Wisconsin throughout the Term.

24. **Municipal Approvals**. This Lease and all obligations of Landlord hereunder are expressly conditioned upon and subject to formal approval by the Village Board of the Village of Germantown. No Lease, amendment, modification, extension, or renewal shall be binding upon Landlord unless and until such approval has been duly granted and entered into the official records of the Village.

Tenant acknowledges and agrees that:

a. Execution of this Lease by any officer, employee, or agent of the Village prior to Village Board approval shall not bind the Village;

b. Tenant has no claim or right against the Village unless and until such approval is granted; and

c. Landlord shall have no liability to Tenant if Village Board approval is withheld for any reason.

25. Casualty. In the event of fire or other casualty event, either party may terminate this Lease by notice to the other given within one-hundred twenty (120) days after the casualty event if the Premises is damaged by fire or other casualty to the extent of twenty-five percent (25%) or more of the insurable value. If this Lease is not terminated, Landlord shall restore the Premises to as near a condition as reasonably practicable as existing on the Commencement Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the parties have executed this Lease as of the dates set forth below.

LANDLORD:

Village of Germantown

By: ________________________________
Name: ________________________________
Title: ________________________________
~~Date:~~

TENANT:

Blackstone Creek, LLC
~~BY: The Heimat Group Inc., its Managing Member~~

By: ________________________________
Name: ________________________________
Title: ________________________________
~~Date:~~

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Rec'd,
7/8/26
MT

HEIMAT

July 6, 2026

Matt Trebatoski
Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Proposed Recycling Center Lease for Blackstone Creek Golf Club

Mr. Trebatoski,

On behalf of Blackstone Creek LLC, a development affiliate of The Heimat Group Inc., and Blackstone Creek Golf Club, we request that the Village of Germantown consider a proposed lease of the Village-owned former recycling center located at the west end of Main Street (Tax Parcel ID: 211999). As you know, Culvers will be starting construction at the corner of Mequon Road and Division Road in July 2026 with an anticipated opening in December 2026. While we have made temporary arrangements to accommodate construction activities in concert with the golf course through the 2026 golf season, once the Culvers is completed and fully operational, we will need to make alternate accommodations for golf operations and parking for the 2027 golf season and beyond.

Given its proximity to the golf course and the fact that it is not being utilized in any way by the Village, we propose to lease the recycling center property from the Village and move the starting operations, parking facilities and maintenance operations for the golf course to the recycling center in order to facilitate the continued operations of Blackstone Creek Golf Club into the near future. Given resident and golf patron desires to retain the golf course as a Village amenity, we believe this lease will enable us to address the infrastructure needs of the golf course in the immediate term while still allowing us to collectively work with the Village on a longer-term plan for the golf course and possible future development of the recycling center property. It is our understanding that this "future" may be informed by the results of the community engagement exercise currently underway. This proposal will serve as a bridge to continue the golf course operations while maintaining flexibility for future considerations.

Blackstone Creek Golf Club will incur costs and business disruption in the process of relocating its operations to the recycling center so in order to help facilitate the economic viability of this venture, we are proposing the following general lease terms:

- One-year lease term, with options to continue into the future.
- Annual Rent to be $1.00.
- If and as the Village determines that it wishes to sell the recycling center for future development, Blackstone Creek LLC would like the first opportunity to pursue said purchase.

We believe this provides a reasonable pathway for us to retain the golf course into the future while still maintaining the flexibility for the Village to consider future sales and development opportunities for the currently unused land at the recycling center. Time is sensitive since we will need time to plan and execute the relocation for 2027 golf season, should the Village approve of the lease. We appreciate your consideration of this request as quickly as is possible given appropriate protocol and meeting schedules.

Sincerely,

BLACKSTONE CREEK LLC. By THE HEIMAT GROUP INC.	BLACKSTONE CREEK GOLF CLUB LTD
Jim Sedgwick Principal	Troy Schmidt Manager

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Project Validation on New Police Department (ACTION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

A presentation will be given at the meeting to discuss the progress on the New Police Department Facility. The validation process that the team has been working on for the last month and half is well underway and moving forward. An explanation of where the project is at and the next steps moving forward will be discussed.

The building assessment and space needs that were completed in 2024 will be compared to the space needs that were recently completed in 2026, along with future growth.

A report was given to the Building Construction Oversight Committee on August 27, 2026, about where the Police Department is currently at in the process.

ATTACHMENT:

STAFF RECOMMENDATION:

Move to continue with the Design and Development phase of the project based off of the current square footage that has been validated by Staff and FGMA.

ACTION BY COMMITTEE:

Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 8, 2026

PLACEMENT: Discussion

ITEM TITLE: Washington County Countywide EMS Funding Initiative Update (DISCUSSION)

SUBMITTED BY: Bob Soderberg, Village President

SUMMARY EXPLANATION:

This agenda item is to provide an update on the status of Washington County's Countywide EMS funding initiative to include:

1. Recap of the recent Chief Elected Officials meeting
2. Recap of the County's Public Safety Committee meeting (See attached packet materials)

ATTACHMENT:

1. Washington County Public Safety Committee Packet
2. Washington County EMS Funding 5-Year Distribution Estimates

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

Herbert J. Tennies Government Center
432 E. Washington Street, Room 3024
P.O. Box 1986
West Bend, WI 53095-7986
(262) 335-4663

Public Safety & Emergency Preparedness

COMMITTEE REPORT

To:	**Public Safety Committee**
From:	**Dave Seager – Chief Public Safety Officer**
Meeting Date:	**September 2nd, 2026**
Re:	**Discussion – Countywide Emergency Medical System**

STRATEGIC PRIORITY/RESULT ACHIEVED:

Safe and Secure Community; Well-Governed and Administered County; Mission: "We create an environment for residents…..to enjoy authentic quality of life."

DISCUSSION:

Over the last several months, beginning in May, 2026, the Public Safety Committee, and the full County Board, have been receiving regular presentations regarding the creation of the Washington County Countywide Emergency Medical System. Throughout the process, clear goals and objectives were established and met:

- ✓ Mitigate long-term (5-10) property tax burden for Washington County taxpayer.
- ✓ Proliferate the Volunteer and Paid on Call Fire and EMS services.
- ✓ Preserve satisfactory level of EMS Service for all Washington County citizens.
- ✓ Relieve Municipal fiscal pressure.
- ✓ Provide fiscal sustainable improvements for Fire / EMS Departments.
- ✓ Promotes shared services and collaboration among county, departments, and municipalities.

At the Special Public Safety Committee meeting on July 29th, 2026, a proposed framework was introduced for your review and consideration:

- Approval of the proposed framework as is would increase the county tax rate by an estimated $0.12/$1,000 of equalized value.
- Approval of the proposed framework as is would potentially increase the county tax rate by an estimated $.01/$1,000 of equalized value each year of the contract.
- Approval of the proposed framework would create a new EMS levy for 2027 by $3,500,000.
- Washington County would redistribute $2,025,000 to municipal partners to offset new and existing EMS expenses in 2027.
- Washington County would administer a grant program of $675,000 eligible to all thirteen departments, both public and private, to offset their expenses related to EMS.
- Washington County would retain $300,000 to offset administrative expenses. Specifically, this would fund the position of Emergency Management Director and the expenses related to supporting EMS countywide.
- Washington County would administer a grant program of $500,000 eligible to all volunteer and paid on call personnel employed at any one of the thirteen public or private departments.

At the regularly scheduled Public Safety Committee Meeting, August 19th, 2026, the Committee members had the opportunity to continue the discussion of the creation of the Washington County Countywide EMS System predicated on the information they had received at the previous Special Public Safety Committee meeting. The County Executive provided additional context and information to the Public Safety Committee that helped inform several decisions by the Public Safety Committee members. The Public Safety Committee formalized several changes to the proposed framework and are as follows:

- Removal of the County Administration Fee
- $3.2M County EMS levy
    - Tax Rate $1.44 (increase of $.0.04)
        - This was identified by the County Executive and Chief Innovation Officer that working through the initially proposed framework, the initial increase was utilizing 2025 equalized value figures. The Department of Revenue publishes new equalized value figures in August of every year and were not available at the time of the Special Public Safety Committee meeting, July 29th, 2026.

    - Municipal Share: 75%, $2.05M
    - Department Share: 25%, $683K (grant eligible)
    - Volunteer Incentive: $500K

- Length of the Initial Agreement: 5 years
- Annual Increases:
    - 2% - Floor
    - 2%-4% - Reported to Public Safety Committee
    - 4%-6% - Approved by Public Safety Committee
    - 6%+ - County Board

Additionally, the Public Safety Committee gave direction to the Chief Public Safety Officer, County Executive and County Attorney to draft a resolution and corresponding documents to create a Countywide Emergency Medical System for consideration by the Public Safety Committee. Moreover, the Public Safety Committee also formalized the request to establish SMART Goals for the Committee members to review and consider in establishing the Washington County Countywide Emergency Medical System. And lastly, the Public Safety Committee gave direction to the County Executive and staff a goal of developing a Washington County Countywide Emergency Medical System framework for consideration that would effectively be tax rate neutral.

At the last regularly scheduled Public Safety Committee meeting, it was also reiterated that it was important to hear from the residents of Washington County regarding this proposal. It was announced that the County Executive was conducting listening sessions throughout Washington County at five different locations:

August 24th, 2026

- Town of Addison – 10AM

- Town of Trenton – 3PM
- Town of Jackson – 5PM

August 26th, 2026

- Town of Barton – 10PM
- Town of West Bend – 5PM

All meetings were well attended by our constituents. A briefing was created and can be viewed within the packet.

The County Executive has developed a tax rate neutral framework for consideration in the creation of the Washington County Countywide Emergency Medical System that is reflected in the Fiscal Effect of the Committee Report.

FISCAL EFFECT – County Executive Proposal

- $2.96M County EMS Funding
    - Tax Rate $1.40 (increase of $0.00)
    - Volunteer Incentive: $500K (EMS Levy)
    - Municipal Share: 75%, $1.85M (EMS Levy)
    - Department Grant: 25%, $615K (Sales Tax)
- County Administrative Fee Removed
- Length of Initial Agreement: 5 years
- SMART Goals
- Annual Increases
    - 2% - Floor
    - 2% - 4% - Reported to Public Safety Committee
    - 4% - 6% - Approved by Public Safety Committee
    - 6%+ - County Board

ATTACHMENTS
Town Hall Listening Sessions – Debrief
Washington County Countywide EMS System – SMART Goals
Resolution to create the Washington County Countywide EMS System

RECOMMENDATION:
Review and consider possible action on resolution creating the Washington County Countywide EMS System

August Town Hall Listening Session Debrief:

The County Executive hosts listening sessions on a rotation, so that all communities are visited on a regular basis. This time, listening sessions were held at town halls in the following towns: Addison, Trenton, Jackson, Barton, West Bend. The sessions were focused specifically on EMS. Each session had a series of materials and subject matter experts in attendance, designed to introduce the topic, the challenges, and the currently proposed solution through a series of lenses: Chief Elected Official, EMS/Fire Chief, administration, and (most importantly) the taxpayer.

Attendees were given the opportunity to ask questions and provide feedback during the sessions. On the way out, attendees were encouraged to participate in an interactive exercise in which they gave feedback about options for mitigating the impact to taxpayers. In addition to the members of the County Board and other county elected officials in attendance, the county had staff in attendance to assist in recording the feedback.

Attendance at the listening sessions is estimated at just under 75 residents (not affiliated with municipal government or EMS departments) across all sessions. A total of 11 County Board supervisors were in attendance across the 5 sessions as well.

Below is a summary of the observations collected:

- As expected, there was significant discussion about the originally proposed $3.5M, how it would be distributed, and whether it would adequately address the EMS challenges across the County.
- Concerns were raised about a new tax. Attendees sought assurance that funds would be used appropriately, with broad support indicated for public-facing dashboards, performance indicators, and transparent metrics.
- Some attendees brought up the relevance of state statutes for EMS, the use of state surplus funds, and the potential impact of Act 10 going away. There was strong interest in a limited contract term (some called it a "sunset clause") as a way to encourage action.
- Attendees expressed concern about the sustainability of volunteer staffing, the need to reward employers who allow staff to respond to EMS calls, and ways to incentivize younger populations. Suggestions included increasing the volunteer incentive beyond $500,000, training in high schools, and considering paid positions instead of volunteer-only roles.
- There was significant discussion about response times, coverage, and how EMS providers prioritize calls. Other questions focused on the impact of assisted living facilities, landlords, and the overuse of EMS for minor incidents. Some suggested charging residents for illegitimate EMS calls and reducing overuse (which already occurs in many cases).
- The exercise at the end displayed a board with options for reducing the EMS levy to a level that achieved a $0.00 tax rate increase from 2026 to 2027. Participants were encouraged to place a green sticker next to the option they supported most, and a red sticker next to the option they supported least. The results are indicated on the following page.

WASHINGTON COUNTY WISCONSIN

LISTENING SESSION — DATA COLLECTION RESULTS

WHAT SHOULD WE DO?

USE THE COUNTY SALES TAX TO ACHIEVE TAX RATE NEUTRALITY	This option would require pulling sales tax revenue from somewhere else in the County budget, likely meaning cuts or other revenue (tax) increases to backfill.	1 Most 3 Least
CUT FUNDING FROM SOME OTHER COUNTY SERVICE TO ACHIEVE TAX RATE NEUTRALITY	This option would require the County to balance its budget by reducing funding for other County services.	2 Most 8 Least
REDUCE THE FUNDS MUNICIPALITIES AND DEPARTMENTS RECEIVE TO ACHIEVE TAX RATE NEUTRALITY	This option would reduce the amount distributed to EMS providers. This could increase the likelihood that municipalities use other means to meet rising budgetary needs.	2 Most 0 Least
KEEP THE PLAN AS IS AND RAISE THE TAX RATE BY $0.04/$1,000	This option maintains the funds distributed to EMS providers and volunteer incentives, and increases the tax rate.	18 Most 0 Least
DO NOT IMPLEMENT THIS PLAN AT ALL.	This option leaves the EMS system funding structure as is. Municipalities may use referenda or borrowing to meet rising budgetary needs.	1 Most 11 Least

Place a green sticker in the box to the right of the option you support most and a red sticker in the box to the right of the option you support least.


WASHINGTON
COUNTY
Fire/EMS
Town Halls
Barton, West Bend


WASHINGTON
COUNTY
Fire/EMS
Town Halls
Addison, Trenton,
and Jackson

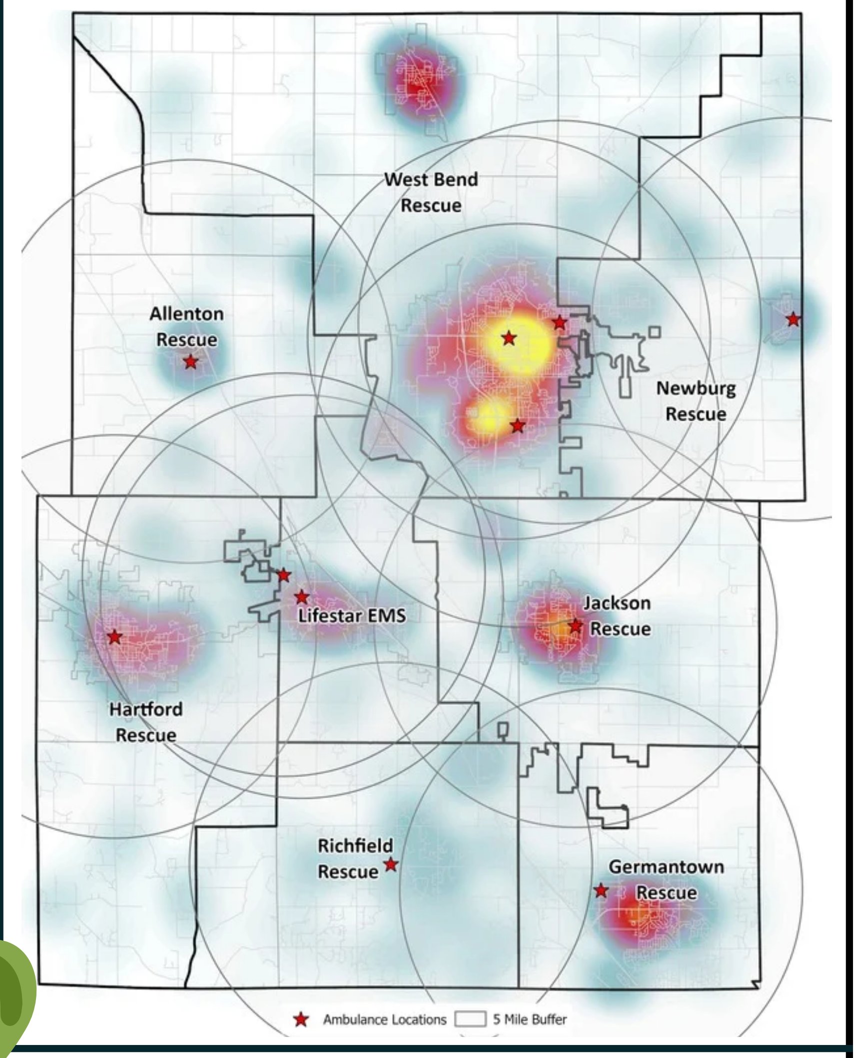
SETTING THE STAGE

FIRE & EMS IN WASHINGTON COUNTY

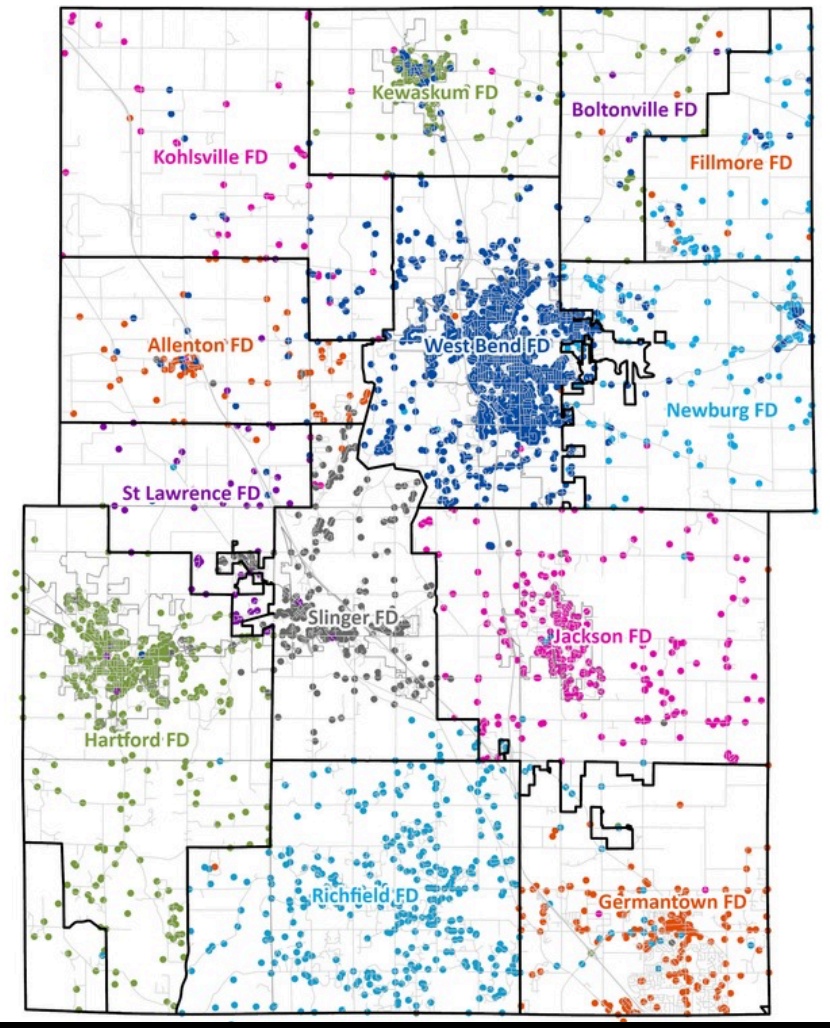
ONE SYSTEM. LOCAL CONTROL.

- Washington County's EMS system is served by **multiple independent providers operating across separate service areas.**
- **Washington County is served by 13 Fire & EMS departments,** each responsible for its own communities.
- Most ambulances are **cross-staffed**, meaning personnel also have fire response responsibilities.
- Departments range from **volunteer and combination staffing to full-time career staff.**

When local resources are committed, **neighboring departments help through mutual aid.**



RESPONSES BY DISTRICT



13 DEPARTMENTS. ONE INTERCONNECTED SYSTEM.

- The response map demonstrates that **emergency response crosses municipal boundaries**, with departments relying on neighboring personnel, ambulances and equipment when additional resources are needed.
- When staffing or resources are strained in one community, **the effects can ripple across the entire system**, making greater coordination important for every community.
- The countywide framework builds on that existing cooperation while ensuring **local departments stay local**, maintaining their operations, identity and governance.
- County support would offset municipal EMS costs, shifting how services are funded while **keeping the proposal tax-rate neutral for Washington County taxpayers**.
- The framework supports all 13 departments while **investing directly in volunteer and paid-on-call personnel**, helping preserve the local workforce communities depend on.
- The result: **local control** with stronger countywide support.

GOAL: TAX RATE NEUTRAL

WASHINGTON COUNTY

2018 EMS Calls: 11,295

49.2%

2025 EMS Calls: 16,847

INCREASING DEMAND

Our EMS agencies provide excellent services, but are responding to more calls with the same limited resources. Unless we act now, as demand continues to grow, their ability to provide life saving services will be compromised.

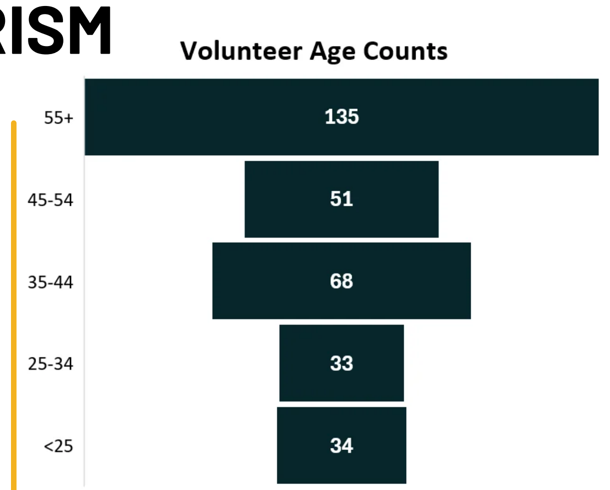
SHRINKING VOLUNTEERISM

Volunteerism is shrinking due to rising demands on personal finances and time.

Trends in WI Fire & EMS agency personnel since 2020:

- -5% (-937) Volunteer
- +11% (+128) Combination
- +10% (+360) Career

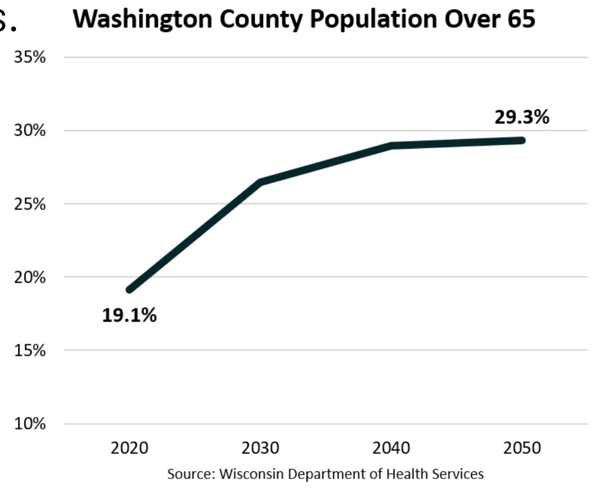
Source: Filling the Firehouse, Wisconsin Policy Forum, 2026



The average age of volunteer EMS providers in Washington County is over 44.

AGING COUNTY

As the population ages, demand for emergency medical services naturally grows.



RISING COSTS

EMS agencies are experiencing soaring costs for personnel and critical equipment with limited means to increase their budgets.

- 25% increase in personnel cost since 2018 (starting salary + benefits).
- 80% - 140% increase in the cost of a new ambulance since 2018.

Limited Opportunities to Share Resources

EMS agencies often purchase their own supplies and equipment at higher costs, leading to inconsistent gear familiarity during multi-agency responses.

EMS Routinely Respond Beyond their Own District

In Wisconsin, 78% of EMS agencies had to respond to another agency's request for mutual aid due to a lack of staffing at the first EMS agency.

HOW THE WORK GROUP'S SOLUTION ADDRESSES THE CHALLENGES

- Funding to address critical needs - ensure agencies are adequately resourced without a constant cycle of referenda.
- Volunteer incentives to attract and retain volunteers - to preserve the volunteer model.
- System goals - investigate and implement initiatives such as:

WASHINGTON

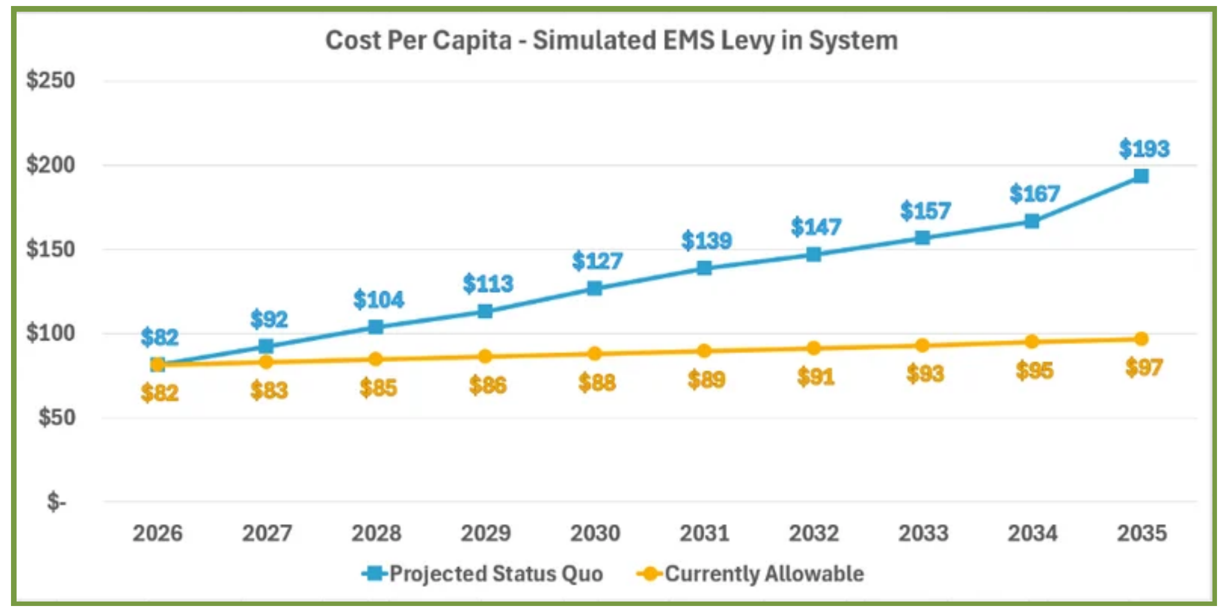
FUNDING & LEVY LIMITS

The Cost of Doing Nothing

The status quo will not remain the status quo. Doing nothing will result in:

- **Going into debt**
- **Cutting services**
- **Pursuing piecemeal local referenda**
- **Waiting until portions of the system begin to fail**

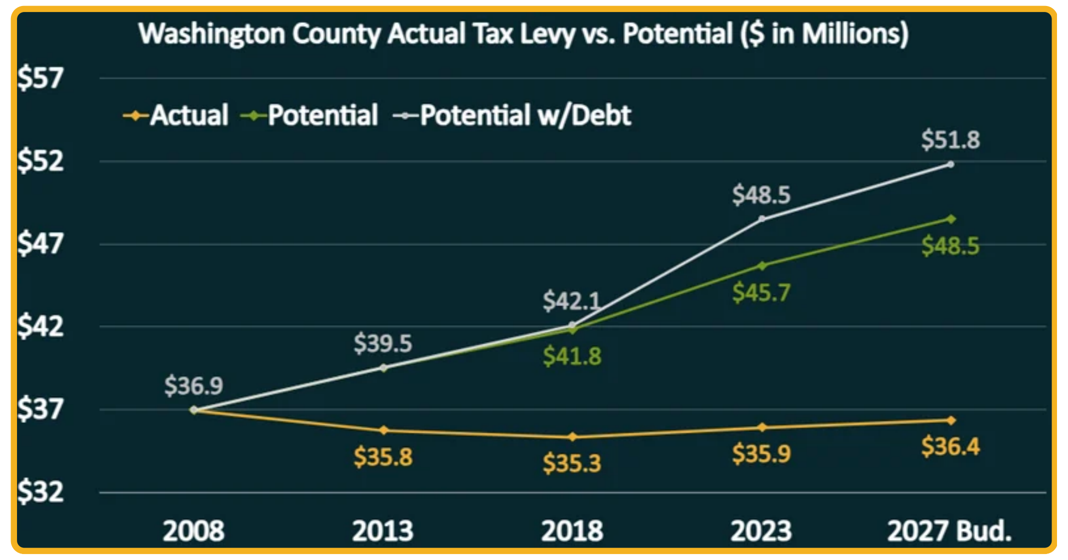
Assumes all NNC to EMS



- Municipalities across the county have few options to fund increasing EMS costs.
- Hardest hit are the townships. Net New Construction for one town is at $3,000, but its fire and EMS contracts total $300,000.
- They face either going to referendum, borrowing money or shifting funds internally, creating new taxing districts, or cutting services to solve it.

Growth & Sustainability

Provides for meaningful increases year-to-year that fund the needs of the system, while keeping the taxpayers and affordability at the forefront.



Municipal Leaders/Fire Chiefs Proposal

Levy Limits - Emergency Medical System (EMS) costs are rising significantly faster than levy limits allow.

Current projections show that municipalities could face double or triple increases in Fire/EMS funding over the next 10 years.

HOW CAN WE RESPOND

- **Proposals driven by work groups of municipal leaders and fire chiefs**
- **Consensus that there are no other revenue sources to sustain current system**
- **Lifeline option to use new provision in state law for counties to fund countywide EMS**
- **WI Statue 66.0602(3)(e)6 states that the amount a county levies in a given year to fund a countywide emergency medical system is exempt from the general levy limit. This exemption only applies to Counties.**

$3,500,000

Washington County has proposed a $3.5 million investment which represents 20% of the total EMS budget across Washington County. This provides meaningful countywide support while keeping local communities invested in their EMS services.

EMS PROPOSALS

	JULY PROPOSAL	COUNTY GOAL
Distributed to EMS Providers (20% of EMS Levy)	$2,735,605	$2,735,605
Volunteer Incentive	$500,000	$500,000
County Admin Fee	$273,561	$0
Changes Needed to Get to $0 Rate Impact	N/A	-$790,481
Total EMS Levy	$3,509,166	$2,445,124

WASHINGTON COUNTY
EST 1836
WISCONSIN

Washington County Countywide EMS System

SMART Goals

SMART Goal 1 – Operating Debt & Referendum Avoidance

Program Description: Initial contract term – All Washington County Municipalities avoid cost shift borrowing & referendum for operating costs.

Due Date: December 31, 2029 & annually thereafter

SMART Goal 2 – Documented cost savings from Fire/EMS Chiefs 5 & 10 year projections

Program Description: Achieve verifiable average 5% cost saving annually comparing each years proposed budget to Fire/EMS Chief's 2026 projections.

Measures of Success: Completed analysis shared with municipalities; consistent and validated data for budget preparation; improved clarity for towns, villages, and cities.

Due Date: December 31, 2029 & annually thereafter

SMART Goal 3 - Volunteer Recruitment & Retention

Program Description: Develop and implement a countywide volunteer recruitment and retention strategy that stabilizes& enhances volunteer availability across all departments.

Goal includes creating an 80% active roster coverage target for all agencies achieving an average 5% increase in total Volunteer, Paid on Call, Paid on Premise and reducing onboarding gaps.

Due Date: December 31, 2027; December 31, 2029 & annually thereafter

Measures of Success: Increased active volunteers countywide; improved onboarding efficiency; documented retention growth in participating departments.

SMART Goal 4 – Regional and/or Joint Collaboration Study

Program Description:

- Complete two targeted regional/joint collaboration, cost savings & related timelines for execution, as well as capital needs for implementation.
- Develop uniform multi-agency policies, including JPA/MOU's & document related savings.

Due Date: December 31, 2029

SMART Goal 5 – Apparatus Maintenance & Replacement Strategy

Description: Complete White Paper analyzing unified contracting & county-based vehicle/equipment maintenance strategy detailing cost benefit, potential savings & implementation plans.

Due Date: December 31, 2027

Measures of Success: Published maintenance plan; shared purchasing conversations initiated; plans for measurable cost savings to be achieved through coordinated procurement.

SMART Goal 6 – Apparatus Cost Avoidance

Description:

- Establish a maximum cap on redundant equipment and document established savings by end of Q1 every year.
- Develop county-wide deployment plan for optimal quantity & location of 4-6 equipment types.

Due Date: Q1 of each year in the initial term of the agreement, beginning in 2028

SMART Goal 7 – Fire/EMS Priority Dispatch Optimization

Description: Complete white paper analyzing Fire/EMS dispatch cost/benefit & implementation timeline, as well as response times & financial impact of priority based dispatch & automated MABAS.

Due Date: December 31, 2028

Measures of Success: Verified improvement in dispatch performance; documented financial impact; enhanced coordination and response efficiency across departments

WASHINGTON COUNTY, WISCONSIN

Date of enactment: __________
Date of publication: __________

2026 RESOLUTION ___

Resolution Authorizing the Creation of a Washington County Countywide Emergency Medical Services (EMS) System

WHEREAS, Wisconsin Statutes §§ 59.03, 60.565, 61.34, and 62.11 authorize and in some cases require counties, towns, villages, and cities to provide emergency services necessary to protect the public health, safety, and welfare; and

WHEREAS, the rising costs, staffing shortages, decreased volunteerism, and increasing service demands for emergency medical services (EMS) have created challenges for individual municipalities in maintaining reliable and sustainable local EMS systems; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities and counties to enter into intergovernmental cooperation agreements for the joint exercise of powers and the joint performance of duties; and

WHEREAS, the Washington County Board of Supervisors, together with the Cities, Villages, and Towns within Washington County, recognize the benefit of developing a unified, cooperative, and efficient Countywide EMS System to ensure consistent service levels countywide; and

WHEREAS a Countywide EMS system will improve response times, optimize resource allocation, enhance quality of care, and create long-term financial sustainability; and

WHEREAS, in accordance with its identified Strategic Priorities Washington County initiated efforts to facilitate the creation of a Countywide EMS System that retains autonomy and local control of the existing EMS providers while providing funding to ensure that quality EMS services will continue to be provided throughout the County for generations to come; and

WHEREAS, sixteen (16) municipalities within the County passed resolutions supporting the continued discussions in the creation of a Countywide EMS and the Washington County Fire Chiefs Association, Professional Fire Fighters of Wisconsin, and the West Bend Professional Fire Fighters have also voiced support; and

WHEREAS, Wisconsin Statute §66.0602 authorizes the County to raise the tax levy to fund a Countywide EMS system.

NOW, THEREFORE, BE IT RESOLVED by the Washington County Board of Supervisors that this Board hereby authorizes the planning and creation of a Washington County Countywide EMS System in partnership with all municipalities within Washington County.

BE IT FURTHER RESOLVED that this Board hereby designates the Washington County Executive or designee to represent Washington County in meetings, planning sessions, and negotiations related to the development of the countywide system.

BE IT FURTHER RESOLVED that this Board authorizes the County Executive to develop an Intergovernmental Cooperation Agreement under Wis. Stat. § 66.0301 establishing the Countywide EMS System's governance, funding, and operational framework, upon the review and approval of the County Attorney.

BE IT FURTHER RESOLVED that this Board further commits to working collaboratively with all municipalities within Washington County to develop fair and transparent cost-sharing formulas, service expectations, and governance structures that reflect local needs and retain autonomy and local control.

BE IT FURTHER RESOLVED that in accordance with Wis. Stat. §66.0602(3)(e)6, the County authorizes an increase in the tax levy to fund the Countywide EMS program.

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this resolution to all municipalities in Washington County to demonstrate the collective intent to proceed toward countywide EMS system development.

VOTE REQUIREMENT FOR PASSAGE: Majority.

RESOLUTION SUMMARY: Resolution authorizing the creation of a countywide EMS system.

Approved as to form:

____

Bradley S. Stern, County Attorney

Dated___________________________

Introduced by Members of the PUBLIC SAFETY COMMITTEE, as filed with the County Clerk.

____

Doug Neumann, Chairperson

Approved:

____

Josh Schoemann, County Executive

Dated__________________________

☐ Veto

☐ Partial Veto

Considered______________________________

Adopted________________________________

Ayes _____ Noes _____ Absent ______

Voice Vote______________________________

(No fiscal impact at this time. There will be an approval for the County to enter into a final agreement once developed. Fiscal impact is estimated to occur in 2027.)

COUNTY EMS DISTRIBUTION* PROPOSAL - AUGUST 31, 2026 - 5-YEAR ESTIMATE

	2027	2028 EST	2029 EST	2030 EST	2031 EST
Totals for Munis w/FDs					
Village of Germantown	$383,610	$459,487	$538,398	$620,466	$705,817
Village of Jackson	$159,016	$186,008	$214,080	$243,275	$273,638
Village of Kewaskum	$56,017	$66,222	$76,834	$87,872	$99,350
Village of Richfield	$279,476	$333,647	$389,985	$448,576	$509,512
City of Hartford	$245,831	$289,828	$335,585	$383,172	$432,663
City of West Bend	$445,374	$528,615	$615,187	$705,221	$798,857
Totals for Muni's w/o FDs					
Town of Addison	$43,975	$54,986	$66,438	$78,348	$90,734
Town of Barton	$42,035	$52,560	$63,506	$74,891	$86,730
Town of Erin	$80,804	$101,037	$122,079	$143,963	$166,722
Town of Farmington	$51,756	$64,715	$78,193	$92,210	$106,788
Town of Germantown	$3,251	$4,065	$4,911	$5,792	$6,708
Town of Hartford	$48,070	$60,106	$72,624	$85,642	$99,181
Town of Jackson	$59,387	$74,257	$89,721	$105,805	$122,532
Town of Kewaskum	$16,642	$20,809	$25,142	$29,649	$34,336
Town of Polk	$85,966	$107,492	$129,878	$153,160	$177,374
Town of Trenton	$64,899	$81,150	$98,050	$115,627	$133,906
Town of Wayne	$32,051	$40,076	$48,423	$57,103	$66,130
Town of West Bend	$126,078	$157,647	$190,479	$224,625	$260,136
Village of Newburg	$10,068	$12,589	$15,211	$17,938	$20,774
Village of Slinger	$80,235	$100,325	$121,219	$142,948	$165,547
Totals for Private FDs					
Allenton FD	$19,247	$20,017	$20,817	$21,650	$22,516
Boltonville FD	$8,056	$8,378	$8,713	$9,062	$9,424
Fillmore FD	$9,196	$9,564	$9,947	$10,345	$10,758
Kohlsville FD	$15,889	$16,524	$17,185	$17,873	$18,588
Newburg FD	$24,989	$25,989	$27,028	$28,109	$29,234
Slinger FD	$59,483	$61,862	$64,337	$66,910	$69,587
St Lawrence FD	$10,644	$11,070	$11,513	$11,973	$12,452
Grand Total	$2,462,044	$2,949,026	$3,455,486	$3,982,205	$4,529,992

* Does not included distribution of the volunteer incentive.