Village of Menomonee Falls, Wisconsin

GENERAL GOVERNMENT COMMITTEE

MINUTES

Monday, August 18, 2025

Present:	Chairman Paul Tadda; Trustee Ann Lessila
Absent:	Trustee Brad Jubber
Staff Present:	Village Clerk Amy Dishinger; Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Deputy Village Clerk Jack Busscher; Deputy Director of Public Works Paul Fitzgerald; Director of Finance Valerie Emrich; Village Trustee Ann Lesila

Consideration of an Agreement to Terminate Lease between the Village of Menomonee Falls and the School District of Menomonee Falls.

Motion by Trustee Ann Lessila, second by Chairman Paul Tadda to recommend to the Village Board to approve an Agreement to Terminate the Lease between the Village of Menomonee Falls and the School District of Menomonee Falls.

Vote: 2 - 0 Motion Carried

ADJOURNMENT

Motion by Trustee Ann Lessila, second by Chairman Paul Tadda to adjourn at 6:27 PM.

Vote: 2 - 0 Motion Carried

Minutes submitted by Trustee Paul Tadda
Minutes transcribed by Deputy Village Clerk Jack Busscher

General Government Committee **1.**

Meeting Date:	08/18/2025
Topic:	Agreement to Terminate Lease
From:	Mark Fitzgerald, Village Manager
Department:	Administration
Date of Committee Action (if required):	08/18/2025
Date of Village Board Action (if required):	08/18/2025

Information

Subject:

Review and approval of Agreement to Terminate Lease between the Village of Menomonee Falls and the School District of Menomonee Falls.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Agreement to Terminate Lease

AGREEMENT TO TERMINATE LEASE

THIS AGREEMENT TO TERMINATE LEASE ("Agreement") is made and entered into by and between **THE VILLAGE OF MENOMONEE FALLS** ("Village") and **THE SCHOOL DISTRICT OF MENOMONEE FALLS** ("School District").

RECITAL

A. Village is the owner of certain real estate located at W156 N8480 Pilgrim Road, Menomonee Falls, Wisconsin; and known as Village Hall (the "Property").

B. School District leases a portion of the building located on the Property (the "Building") from Village, consisting of approximately 6,556 square feet (the "Leased Premises") pursuant to a 2018 Lease Agreement (the "Lease").

C. Village intends to renovate the Building in such a way that the Leased Premises would no longer serve as a suitable space for the School District and both parties therefore desire to terminate the Lease pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Village and School District agree as follows:

1. Termination.

The Lease shall terminate on June 30, 2026 ("Termination Date"). As of the Termination Date, neither party shall have any further rights, obligations, or liabilities under the Lease, except as expressly set forth in this Agreement. School District shall vacate the Leased Premises prior to the Termination Date.

2. Early Termination Payout.

In consideration for School District's agreement to terminate the Lease early, Village agrees to pay School District the sum of two-hundred-fifty-thousand dollars ($250,000) no later than December 31, 2025.

3. Effective Date.

This Agreement shall be effective as of the last date it is approved by the governing bodies of both parties ("Effective Date"). All rights, obligations, or liabilities under the Lease shall remain in effect between the Effective Date and the Termination Date of this Agreement.

4. Board Meeting Room.

Following the Termination Date, School District may continue to use the Secondary Space, as shown in Exhibit A of the Lease, for purposes of conducting the regular meetings of the School District of Menomonee Falls Board

of Education on the second and fourth Mondays of the month at 6:00 p.m. Use of the Secondary Space includes the Board Meeting Room (Room #2245), Broadcasting Facilities Room (in the Board Meeting Room), Village Board Administrative Conference Room (Room #2244). School District shall no longer have access to the Server Room (Room #3319) and Related Facilities (Wiring Closet, Room #3310A). School District's continued use of the Secondary Space shall be subject to the rules and security requirements as determined by the Village. The Village may terminate the School District's use of the Secondary Space upon one-hundred-eighty (180) days' prior written notice.

5. **Storage Area.**

Section 4.1.4 of the Lease shall remain in effect following the Termination Date.

6. **Ongoing Cooperation.**

Both parties agree to continue working together in a collaborative manner that benefits the community. This includes the Village's agreement to allow the continued use of space and facilities pursuant to Section 4, 5 and 6 of this Agreement at no charge to the School District.

7. **Release of Liability.**

Both parties mutually release each other from any and all claims, obligations, or liabilities arising out of or related to the Lease, except for any claims arising from a breach of this Agreement.

8. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

9. **Entire Agreement.**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the termination of the Lease.

IN WITNESSETH WHEREOF, the undersigned, duly authorized representatives of the Village and the School District, have executed this Agreement.

VILLAGE OF MENOMONEE FALLS

_____

Date: _____

SCHOOL DISTRICT OF MENOMONEE FALLS

_____

Date: 8/12/25

Mark Fitzgerald, Village Manager

David Munoz, Superintendent