

ENROLLED ORDINANCE 181-12

ACCEPT ANNUAL DONATION FROM TIM O'BRIEN HOMES OF MILWAUKEE, LLC
FOR PARK SYSTEM REFORESTATION EFFORTS

WHEREAS, Waukesha County continues to implement reforestation and habitat restoration efforts throughout the County Park System; and

WHEREAS, Tim O'Brien Homes of Milwaukee, LLC has expressed interest in supporting these efforts through annual in-kind donations of trees, shrubs, materials, and/or services for County reforestation projects; and

WHEREAS, the Department of Parks and Land Use and Tim O'Brien Homes of Milwaukee, LLC entered into a Cooperative Agreement dated April 9, 2026, establishing a framework for annual in-kind tree donation and planting partnerships for two (2) years with a mutual three (3) year extension option for a maximum term of five (5) years; and

WHEREAS, under the Cooperative Agreement, Tim O'Brien Homes of Milwaukee, LLC has committed to providing annual in-kind donations of trees, materials, services, and funding with a target value of up to Five Thousand Dollars (\$5,000) per year; and

WHEREAS, Tim O'Brien Homes of Milwaukee, LLC wishes to make an in-kind donation of tree, materials, services, and funding of up to Nine Thousand Dollars (\$9,000) for 2026; and,

WHEREAS, the Cooperative Agreement requires Waukesha County to honor certain special conditions to accepting the annual in-kind donations, including coordination of a joint announcement of the partnership between Waukesha County and Tim O'Brien Homes of Milwaukee, LLC, recognition of Tim O'Brien Homes of Milwaukee, LLC in Waukesha County communications, collaboration with Tim O'Brien Homes of Milwaukee, LLC on social media engagement, and to provide Tim O'Brien Homes of Milwaukee, LLC access to photos, videos, and other content; and

WHEREAS, the acceptance of these donations will support the County's Urban Forestry plan to restore habitat, increase biodiversity, and advance long-term natural resource stewardship goals within the County Park System; and

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA
ORDAINS, that the Waukesha County Department of Parks and Land Use is authorized to enter into the Cooperative Agreement with Tim O'Brien Homes of Milwaukee, LLC.

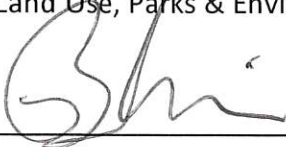
BE IT FURTHER ORDAINED that the Waukesha County Department of Parks and Land Use is authorized to accept the Nine Thousand Dollars (\$9,000) in-kind donation for trees, materials, services, and funding from Tim O'Brien Homes of Milwaukee, LLC for 2026.

BE IT FURTHER ORDAINED that the Waukesha County Department of Parks and Land Use is authorized to accept annual in-kind donations from Tim O'Brien Homes of Milwaukee, LLC in support of County Park System reforestation efforts consistent with the terms of the Cooperative Agreement.

BE IT FURTHER ORDAINED that all in-kind donated trees, shrubs, materials, and/or services shall be coordinated and administered by the Department of Parks and Land Use in accordance with County policies, operational standards, and approved plans.

ACCEPT ANNUAL DONATION FROM TIM O'BRIEN HOMES FOR PARK SYSTEM REFORESTATION
EFFORTS

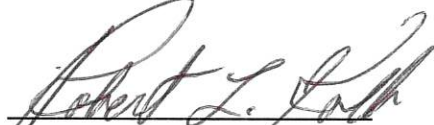
Presented by:
Land Use, Parks & Environment Committee


Brian Meier, Chair


Wayne Euclide

Absent

John G. Gscheidmeier

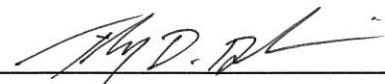

Robert L. Kolb

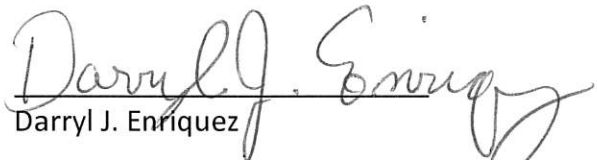

Joseph T. O'Brien


Thomas J. Schellinger


Steve Styza

Approved by:
Finance Committee


Timothy Dondlinger, Chair

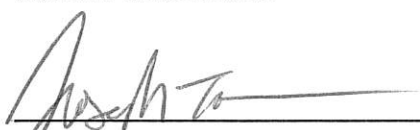

Darryl J. Enriquez


Wayne Euclide

Absent

John G. Gscheidmeier


Darlene M. Johnson


Joseph T. O'Brien


Terry Thieme

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 06-26-2026 
Georgia E. Maxwell, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

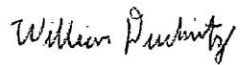
Date: 7-13-2026 
Paul Farrow, County Executive

FISCAL NOTE

ACCEPT ANNUAL DONATION FROM TIM O'BRIEN HOMES OF MILWAUKEE, LLC
FOR PARK SYSTEM REFORESTATION EFFORTS

This ordinance authorizes the county to enter into the Cooperative Agreement with Tim O'Brien Homes of Milwaukee, LLC to provide in-kind donation of trees, materials, services, and funding with a target value of up to \$5,000 per year in exchange for the ability to promote this partnership. The term of this agreement is for two years with a mutual three-year extension option for a maximum term of five years.

For 2026 the organization is able to donate more than the target value, with an in-kind donation of \$9,000. This ordinance approves that donation and future annual in-kind donations.



William Duckwitz
Budget Manager
06/01/2026



Waukesha County
Department of Parks and Land Use

COOPERATIVE AGREEMENT

This AGREEMENT is made and entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and Tim O'Brien Homes of Milwaukee LLC (the "ORGANIZATION") whose principal address is N27W24075 Paul Ct Suite 100, Pewaukee, WI 53072 for the purpose of Annual Tree Donation and Planting (the "EVENT") to the COUNTY Park System (the "SPACE") under the following terms and conditions.

PRELIMINARY RECITALS

WHEREAS, COUNTY is the owner and operator of the COUNTY Parks (the "SPACE"), and

WHEREAS, the ORGANIZATION wishes to sponsor the EVENT at the SPACE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the COUNTY and ORGANIZATION agree to the following:

1. TERM:

- a. This AGREEMENT shall commence upon execution and will remain in full force and effect for two years from execution. This AGREEMENT may be renewed by mutual agreement, for up to three (3) years for a total maximum term of five (5) years. Schedules and renewal must be mutually agreed upon by March 1st of each year and shall be in writing and shall become an amendment to this AGREEMENT.

2. SERVICES:

a. ORGANIZATION agrees to:

- i. Provide annual support to the COUNTY in the form of donated trees, materials, or funding, with a target value of up to Five Thousand Dollars (\$5,000) per year, as mutually agreed upon by both parties. The specific number, species, size, and timing of trees or materials will be determined annually in coordination with the COUNTY's planting plans.

Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878

- ii. Coordinate with the COUNTY on the planning and delivery of donated trees or resources in alignment with the COUNTY's Urban Forest Management Plan.
- iii. Participate in tree planting events, volunteer activities, or partnership initiatives at the ORGANIZATION's discretion.
- iv. Provide any agreed-upon branding materials or temporary signage for use in connection with planting events or partnership recognition, subject to COUNTY approval.

b. COUNTY agrees to:

- i. Coordinate and offer volunteer tree planting events and engagement opportunities for ORGANIZATION employees and stakeholders, as mutually agreed upon.
- ii. Identify and prepare planting locations and oversee implementation of tree planting activities in accordance with COUNTY standards and management plans.
- iii. Provide recognition of the ORGANIZATION in COUNTY communications, which may include newsletters, website features, annual or impact reports, or similar materials.
- iv. Collaborate on social media engagement, including tagging and acknowledging the ORGANIZATION during planting events and key partnership milestones, as appropriate.
- v. Provide ORGANIZATION with access to general content, such as photos, videos, and high-level impact information (e.g., number of trees planted, general locations, or program outcomes), for use in ORGANIZATION's communications, subject to COUNTY policies.
- vi. Coordinate reasonable on-site recognition opportunities, including temporary signage at planting locations or events, subject to COUNTY approval and park standards.

3. SCHEDULE

- a. Schedules for each AGREEMENT year, including anticipated planting activities and engagement opportunities, shall be mutually agreed upon by March 1 of each year.
- b. The parties acknowledge that schedules may require reasonable adjustments due to weather, site conditions, plant availability, or other operational considerations, and agree to collaborate in good faith to reschedule as needed.

4. FEES, PAYMENT & DONATIONS

- a. ORGANIZATION agrees to provide annual support to the COUNTY in the form of donated trees, materials, services, or funding, with a target value of up to Five Thousand Dollars (\$5,000) per year, as mutually agreed upon by both parties.
- b. The specific number, species, size, value, and timing of donated trees, materials, or services shall be determined annually in coordination with the COUNTY's planting plans and documented in writing.
- c. The valuation of all donated goods or services shall be determined in good faith by the parties and documented for each agreement year.

- d. The parties acknowledge a shared intent to achieve the full annual contribution value; however, fulfillment may vary based on availability, site conditions, or operational considerations.
- e. If the full annual contribution is not fulfilled within a given year due to factors such as weather, site readiness, plant availability, or scheduling constraints, the remaining value may be carried over and fulfilled in the following agreement year, as mutually agreed upon by the parties.
- f. All contributions provided under this AGREEMENT are considered voluntary and shall not require direct payment from the COUNTY.
- g. The COUNTY shall not be responsible for any costs incurred by the ORGANIZATION beyond those expressly agreed to in writing.
- h. Nothing in this AGREEMENT shall be construed as a guarantee of work, services, or procurement by the COUNTY.

5. PARTICIPANT WAIVER

- a. All participants involved in volunteer or planting activities under this AGREEMENT shall be required to complete and sign a COUNTY-approved waiver prior to participation.
- b. The COUNTY-approved waiver shall include appropriate release and indemnification language protecting the COUNTY and its officers, employees, and representatives.
- c. Failure to utilize an approved waiver or include required provisions may result in cancellation or suspension of associated activities under this AGREEMENT.

6. WEATHER:

- a. The COUNTY reserves the right to cancel, postpone, or modify any scheduled activity due to weather conditions, site conditions, safety concerns, or other operational factors.
- b. The COUNTY will make reasonable efforts to provide advance notice and coordinate rescheduling with the ORGANIZATION when feasible.
- c. The ORGANIZATION acknowledges that outdoor activities are inherently weather-dependent and agrees that cancellations or delays due to such conditions shall not constitute a breach of this AGREEMENT.

7. PERSONNEL

- a. The ORGANIZATION shall supply all personnel necessary to carry out its responsibilities under this AGREEMENT.
- b. All personnel shall be appropriately trained, qualified, and conduct themselves in a safe and professional manner while on COUNTY property.
- c. The ORGANIZATION shall be responsible for the supervision and actions of its personnel, volunteers, and any third parties acting on its behalf.

8. SPONSORSHIP RECOGNITION & MARKETING

- a. The COUNTY agrees to recognize ORGANIZATION as a "Tree Sponsor" and a valued partner of the Waukesha County Park System for the duration of this AGREEMENT. Recognition will include, but is not limited to:
 - i. Inclusion on the COUNTY's website as a sponsor/partner

- ii. Recognition through COUNTY-managed social media platforms, including Facebook, LinkedIn, and Instagram
 - iii. Inclusion in the COUNTY's Annual Volunteer or Impact Report
 - iv. Inclusion in select COUNTY email communications, as appropriate
- b. Public Announcement: The COUNTY will coordinate a joint announcement of the partnership, which may include a press release and/or coordinated social media posts. All public communications must be mutually agreed upon prior to release.
- c. Logo Usage and Brand Alignment
 - i. ORGANIZATION shall provide its logo in a format acceptable to the COUNTY.
 - ii. COUNTY may use ORGANIZATION's logo solely for purposes of recognition and promotion of this partnership.
 - iii. ORGANIZATION may reference the partnership in its own communications, subject to prior approval by the COUNTY.
 - iv. All use of logos, branding, and messaging must be mutually approved in advance by both parties.
- d. Marketing Coordination
 - i. Both parties agree to collaborate on marketing efforts related to the partnership, including messaging, timing, and content.
 - ii. Any campaigns, announcements, or promotional materials referencing this partnership must be reviewed and approved by both parties prior to distribution.
- e. On-Site and Experiential Recognition
 - i. COUNTY will coordinate opportunities for ORGANIZATION to participate in tree planting events, including potential employee volunteer opportunities and stakeholder engagement events.
 - ii. COUNTY may organize private or semi-private tree planting experiences, as mutually agreed upon, to highlight the partnership.
 - iii. Signage or on-site recognition opportunities may be provided at select locations, subject to COUNTY approval and park standards.
- f. Planning and Reporting Collaboration
 - i. COUNTY will annually to share tree planting plans and general locations of planting efforts associated with the sponsorship, consistent with the County's Urban Forest Management Plan.
 - ii. COUNTY may provide general updates or summaries of program impact, as available.
- g. Limitations
 - i. All recognition, signage, and marketing efforts are subject to COUNTY policies, branding standards, and operational considerations.
 - ii. The COUNTY reserves the right to modify recognition methods based on operational needs, provided the overall intent of sponsor recognition is maintained.
 - iii. The COUNTY does not guarantee any specific level of media exposure, impressions, or engagement.

- h. Termination of Use: Upon expiration or termination of this AGREEMENT, both parties shall immediately cease use of the other party's name, logo, and branding, unless otherwise agreed in writing.

9. INDEMNIFICATION:

- a. Organization shall indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability, including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expenses, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the ORGANIZATION, its employees, agents, subcontractor, third party vendors, or customers.

10. INDEPENDENT ORGANIZATION:

- a. For purposes of this AGREEMENT, the ORGANIZATION is an independent ORGANIZATION and not the employee or agent of the COUNTY.

11. COVENANT NOT TO SUE:

- a. The ORGANIZATION, for itself and the other Releasing Parties, will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties, nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damage, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damage, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the acts, errors or omissions of the COUNTY or any other of the Released Parties under this AGREEMENT.

12. WAIVER/RELEASE:

- a. The ORGANIZATION, for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, through or on behalf of (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties") from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim or damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, arising from or in any way related to the acts, errors or omissions of the COUNTY or any other of the Released Parties under this AGREEMENT.

13. JURISDICTION/VENUE:

- a. The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction for any legal proceedings concerning this AGREEMENT, and Waukesha County shall be the exclusive venue for such proceedings. ORGANIZATION agrees to submit to the jurisdiction of the Circuit Court of Waukesha County for such legal proceedings. All such proceedings shall be governed by the laws of the State of Wisconsin.

14. NON-DISCRIMINATION:

- a. In connection with the services to be provided, the ORGANIZATION will not discriminate against any person on the basis of age, race, religion, color, marital status, gender, sexual orientation, disability, national origin or ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the ORGANIZATION's premises during nonworking hours. ORGANIZATION may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.

15. ASSIGNMENT:

- a. This AGREEMENT may not be assigned by the ORGANIZATION without the prior written consent of the COUNTY.

16. RELATIONSHIP:

- a. Nothing contained in this AGREEMENT shall constitute or be construed to create a partnership or joint venture between the COUNTY and the ORGANIZATION or successors or assigns. This AGREEMENT does not create the relationship of principal and agent.

17. TERMINATION:

- a. Either party may terminate this AGREEMENT at any time if, in the opinion that either party is not performing in a satisfactory manner. The terminating party will provide thirty (30) days' advance written notice of the termination. In the event of any such termination, the ORGANIZATION waives any right or remedy against the COUNTY.

18. UNDERSTANDING REGARDING PROVISIONS:

- a. The ORGANIZATION and the COUNTY intend and agree that the covenant to not sue, waiver and release, and indemnification provisions of this AGREEMENT be as broad and inclusive as possible in order to afford complete protection from any type of loss to Waukesha County arising from or in any related to the AGREEMENT. If any provision of this AGREEMENT be found invalid, the remaining provisions shall continue in full force and effect.

19. NOTICES:

- a. Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Signatures Follow

Communication and details concerning this AGREEMENT shall be directed to the following AGREEMENT representatives:

ORGANIZATION:

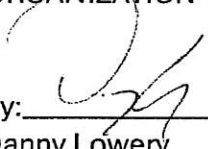
Danny Lowery
President & Manager
Tim O'Brien Homes of Milwaukee LLC
N27W24075 Paul Ct Suite 100
Pewaukee, WI 53072
cobrien@tobhomes.com

COUNTY:

Rebecca Mattano
515 W. Moreland Blvd., Room AC230
Waukesha, WI 53188
rmattano@waukeshacounty.gov

In Witness Whereof, the parties hereto agree to this AGREEMENT:

ORGANIZATION

By: 

Danny Lowery
President & Manager

COUNTY

By: Rebecca Mattano

Rebecca Mattano
Park System Manager

Dated: 4/9/26

Dated: April 9, 2026

VOTE RESULTS

Consent Agenda

22 AYE 0 NAY 0 ABSTAIN 3 ABSENT

17 Yes Votes Needed

 **Passed**

D1 - Styza	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	AYE	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	ABSENT	D25 - Johnson	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D21 - O'Brien	ABSENT
D5 - Dondlinger	AYE	D14 - Nissen	ABSENT	D22 - Gryczka	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D23 - Hammitt	M AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D24 - Schroeder	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	S AYE		

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2 FOR PARK SYSTEM REFORESTATION EFFORTS
3

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8 efforts through annual in-kind donations of trees, shrubs, materials, and/or services for County
9 reforestation projects; and
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12 LLC entered into a Cooperative Agreement dated April 9, 2026, establishing a framework for
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14 year extension option for a maximum term of five (5) years; and
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18 target value of up to Five Thousand Dollars (\$5,000) per year; and
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24 conditions to accepting the annual in-kind donations, including coordination of a joint
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