



VILLAGE OF MENOMONEE FALLS NOTICE OF PUBLIC MEETING

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BOARD OF TRUSTEES MEETING **Menomonee Falls Village Hall, Room 2245** **W156N8480 Pilgrim Road, Menomonee Falls, WI** **Monday, April 7, 2025, 6:30 p.m.**

This meeting is being streamed live via the Village's website at www.menomonee-falls.org and broadcast on local cable station 25. The recorded version is available on the website and will be rebroadcast on channel 25 the following week on Wednesday, Friday and Sunday at 7:00 a.m., 12 noon, 7:00 p.m., and 12 midnight. The Village Hall Phone Number is 262.532.4200

1. Call to Order

Announcement: Public Comment Forms must be submitted prior to the beginning of the Public Comment Period.

2. Pledge of Allegiance

3. Roll Call

4. Consent Agenda: Items listed under consent agenda will be approved in one motion without discussion unless any Board member requests that an item be removed for individual discussion. That item then can be considered at an appropriate time during the Board's regular order of business or under New Business.

- a. Approval of a Producer Full-Service Retail Sales Application submitted by Hop Yard Ale Works, LLC for premises located at N88W16521 Main St.
- b. Application for Successor of Agent from Mega Marts, LLC, for Metro Market #892 located at N95W18351 County Line Rd., Renee Weak - New Agent for the 2024-2025 Class "A" Fermented Malt Beverage and "Class A" Liquor License.

- c. Application for an Unenclosed Premise Permit for the Knights of Columbus 4240 (Mill Pond Park and Main St between Appleton Ave and Water St) located at W164N9161 Water St. on May 24, 2025. (No Police Concerns)
 - d. Application for a Temporary Class "B" Fermented Malt Beverage License for the Lucky Ducky Derby and Falls Memorial Fest from the Knights of Columbus at Mill Pond Park and Main St., between Appleton Ave. and Water St. on May 24, 2025. (No Police Concerns)
 - e. Application for an Unenclosed Premise Permit for the Menomonee Falls Downtown, Inc located at N88W16447 Main Street on May 24, 2025. (No Police Concerns)
 - f. Application for a Change in Premise for Wanaki Golf Course, located at N50W20830 Lisbon Road, for an expansion to an existing building for the 2024-2025 licensing period. (No Police Concerns)
 - g. Application for an Unenclosed Premise Permit for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)
 - h. Application for a Temporary Class "B" Fermented Malt Beverage License for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)
5. Public Comment

The Village Board of Trustees will hold a Public Comment period for the purpose of allowing the non-elected general public the opportunity to address the Board regarding any matter that involves the Village government or matters over which the Board of Trustees has authority to take action; and that is not the topic of a current or previous public hearing before the Village Board. Campaigning for elected office shall not be allowed during the Public Comment period. Public Comment is limited to persons who submit the Public Comment Form prior to the beginning of the Public Comment Period and have been called to the podium by the Village President. When called by the Village President, each person may speak from the podium for a maximum of 3 minutes. The Board will only receive comments during the Public Comment Period and Trustees shall not respond to or debate matters raised during the Public Comment Period. Personal attacks are prohibited and comments shall be directed to the entire Board. Clapping, booing, profanity, obscenity, and other disorderly behaviors are also prohibited.

Committee and Commission Reports:

6. Plan Commission - Discussion and possible action on the following items:
 - a. Resolution creating Tax Incremental District No. 19, approving its project plan and establishing its boundaries.
7. General Government Committee - Discussion and possible action on the following items:
 - a. Approval of Old Falls Village Ground Lease agreements:
 - Ground Lease by and between the Village of Menomonee Falls and the Menomonee Falls Historical Society
 - Ground Lease by and between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc.
8. Utilities and Public Works Committee - Discussion and possible action on the following items:
 - a. Award of Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place, Project No. 72098.
 - b. Award of Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258.
 - c. Award of Contract for 2025 Curb, Gutter and Sidewalk Construction, Project No. 41256 & 41257.
9. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

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

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



Village Board - Regular

4. a.

Meeting Date: 04/07/2025
Topic: Producer Full-Service Retail Sales Application
From: Amy Dishinger, Village Clerk
Department: Clerk Services
Date of Village Board: 04/07/2025
Action (if required):

Information

Subject:

Approval of a Producer Full-Service Retail Sales Application submitted by Hop Yard Ale Works, LLC for premises located at N88W16521 Main St.

Background Information:

The applicant is seeking municipal approval of its Producer Full-Service Retail Sales Application prior to submitting its application to the Department of Revenue.

Key Issues for Consideration:

This approval is contingent on the applicant complying with the regulations set out by state law in Chapter 125. The applicant is responsible for getting an Unenclosed Premise Permit to comply with Menomonee Falls Municipal Code. No Police Concern.

Action By Committee or Village Board:

Approval of an Application for a Producer Full-Service Retail Sales Application.

Attachments

Hop Yard Ale Works

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor)

Hop Yard Ale Works, LLC

2. Business Name or DBA

Hop Yard Ale Works

3. Agent Name

Amy Behm

4. FEIN

85-3232333

5. Wisconsin Seller's Permit Number

456-1030505526-04

6. Wisconsin Producer Permit Number

BR WI 21258

7. Producer Type

☒ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier

8. Contact Person's First Name

Amy

9. Last Name

Behm

10. M.I.

11. Contact Person's Phone

(920) 268-7799

12. Contact Person's Email

amy@hopyardaleworks.com

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☒ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2024	Calendar year:	Calendar year:
Quantity: 331	Quantity:	Quantity:

Complete only ONE of Part C, D or E.**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date	2. Production Premises Address		
3. City	4. State	5. Zip Code	
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☒ No If yes, complete boxes 2 through 9.			
2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City	5. State	6. Zip Code	
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date 03/26/2025		11. New Outlet Name Hop Yard Ale Works	
12. New Outlet Premises Address N88 W16521 Main St			
13. City Menomonee Falls		14. State WI	15. Zip Code 53051
16. County Waukesha	17. Governing Municipality ☐ City ☐ Town ☒ Village of: Menomonee Falls		18. Premises Phone Number (920) 268-7799
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. No beer is produced on premise. Suite 100 & 106. Taproom is 'L' shaped appx. 32'x85' and then 16'x20'- 3040ft2 of occupancy. Public Bath: woman 2 stall, men 1 stall, 1 urinal, 1 family. Walk in cooler to store beer: 8'x8'. Glass door cooler for 'to-go' canned beer. Kitchen space 18'x20'. Patio is 25'x20' accessible by ramp or stairs			
20. Will you operate a restaurant on the premises?..... ☒ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☒ Beer ☒ Wine ☒ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... ☒ Samples ☒ On-premises consumption ☒ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)		
2. Dates of Operation (attach a schedule, if necessary)		3. Hours of Operation
4. Premises Address		
5. City		6. State
		7. Zip Code
8. County		9. Governing Municipality ☐ City ☐ Town ☐ Village of:
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event
12. Organizer Website		13. Event Website
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.		
15. On-Site Contact (Last Name, First Name)		16. On-Site Contact Phone
		17. On-Site Contact Email
18. Will you operate a restaurant on the premises?..... ☐ Yes ☐ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

- sole proprietor • general partner of a partnership • corporate officer • member of an LLC

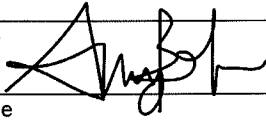
READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature



Date

03/26/2025

Last Name

Behm

First Name

Amy

M.I.

M

Title

Vice President

Email

amy@hopyardaleworks.com

Phone

(920) 268-7799

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official

5. First Name

6. M.I.

7. Signature of Municipal Official

8. Date

9. Date Application was Filed with Clerk

10. Date Full-Service Retail Outlet Approved by Governing Body



Village Board - Regular

4. g.

Meeting Date: 04/07/2025
Topic: Unenclosed - Friends of Old Falls Village, Inc
From: Amy Dishinger, Village Clerk
Department: Clerk Services
Date of Village Board 04/07/2025
Action (if required):

Information

Subject:

Application for an Unenclosed Premise Permit for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Application for an Unenclosed Premise Permit for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Attachments

List of Events

Beer Selling Dates highlighted

* Wine dates

Date	Day	Special Event	Hours	Attendance
NO 4/30/2025	Wednesday	Rev War	9AM-9PM	750
NO 05/01/25	Thursday	Rev War	9AM-9PM	Beer 34 days
05/02/25	Friday	Rev War	Noon-9:00 PM	
05/03/25	Saturday	Rev War	10 AM-10PM	
05/04/25	Sunday	Rev War	10AM-4PM	
NO 05/08/24	Thursday	Mai Fest	9AM-9PM	500
05/09/25	Friday	Mai Fest	Noon-9:00 PM	
05/10/25	Saturday	Mai Fest	10 AM-10PM	
05/11/25	Sunday	Mai Fest	10AM-4PM	
05/30/25	Friday	Spring Faire	Noon-9:00 PM	500
05/31/25	Saturday	Spring Faire	10 AM-10PM	
06/01/25	Sunday	Spring Faire	10AM-4PM	
6/12/2025	Thursday	WWI Days	9AM-9PM	2000
6/13/2025	Friday	WWI Days	Noon-9:00 PM	
6/14/2025	Saturday	WWI Days	10 AM-10PM	
6/15/2025	Sunday	WWI Days	10AM-4PM	
07/11/25	Friday	Harley fest	Noon-9:00 PM	500
07/12/25	Saturday	Harley Fest	10 AM-10PM	
07/13/25	Sunday	Harley Fest	10AM-4PM	
NO 07/24/25	Thursday	20's Lawn Party	9AM-9PM	500
07/25/25	Friday	20's Lawn Party	Noon-9:00 PM	
07/26/25	Saturday	20's Lawn Party	10 AM-10PM	
07/27/25	Sunday	20's Lawn Party	10AM-4PM	
NO 07/30/25	Wednesday	1960's Vietnam War	9AM-9PM	750
07/31/25	Thursday	1960's Vietnam War& chamber event	9AM-9PM	
08/01/25	Friday	1960's Vietnam War	Noon-9:00 PM	
08/02/25	Saturday	1960's Vietnam War	10 AM-10PM	
08/03/25	Sunday	1960's Vietnam War	10AM-4PM	
NO 09/03/25	Wednesday	Old Falls Renaissance Faire	9AM-9PM	2500
NO 09/04/25	Thursday	Old Falls Renaissance Faire	9AM-9PM	
09/05/25	Friday	Old Falls Renaissance Faire	Noon-9:00 PM	
09/06/25	Saturday *	Old Falls Renaissance Faire	10 AM-10PM	
09/07/25	Sunday	Old Falls Renaissance Faire	10AM-4PM	
NO 09/10/25	Wednesday	Old Falls Renaissance Faire	9AM-9PM	2000
NO 09/11/25	Thursday	Old Falls Renaissance Faire	9AM-9PM	
09/12/25	Friday	Old Falls Renaissance Faire	Noon-9:00 PM	
09/13/25	Saturday *	Old Falls Renaissance Faire	10 AM-10PM	
09/14/25	Sunday	Old Falls Renaissance Faire	10AM-4PM	
NO 10/01/25	Wednesday	WW-1	9AM-9PM	500
NO 10/02/25	Thursday	WW-1	9AM-9PM	
10/03/25	Friday	WW-1	Noon-9:00 PM	
10/04/25	Saturday	WW-1	10 AM-10PM	
10/05/25	Sunday	WW-1	10AM-4PM	
NO 10/09/25	Wednesday	Oktoberfest	9AM-9PM	500
NO 10/10/25	Thursday	Oktoberfest	9AM-9PM	
10/11/25	Friday	Oktoberfest	Noon-9:00 PM	
10/12/25	Saturday	Oktoberfest	10 AM-10PM	



Village Board - Regular

4. h.

Meeting Date: 04/07/2025

Topic: Temporary Class "B" License - Friends of Old Falls Village, Inc

Department: Clerk Services

Date of Village Board 04/07/2025

Action (if required):

Information

Subject:

Application for a Temporary Class "B" Fermented Malt Beverage License for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Application for a Temporary Class "B" Fermented Malt Beverage License for the Friends of Old Falls Village, Inc. at Old Falls Village Park located at N96W15791 County Line Road, per dates attached. (No Police Concerns)

Attachments

List of Events

Beer Selling Dates highlighted

* Wine dates

Date	Day	Special Event	Hours	Attendance
NO 4/30/2025	Wednesday	Rev War	9AM-9PM	750
NO 05/01/25	Thursday	Rev War	9AM-9PM	Beer 34 days
05/02/25	Friday	Rev War	Noon-9:00 PM	
05/03/25	Saturday	Rev War	10 AM-10PM	
05/04/25	Sunday	Rev War	10AM-4PM	
NO 05/08/24	Thursday	Mai Fest	9AM-9PM	500
05/09/25	Friday	Mai Fest	Noon-9:00 PM	
05/10/25	Saturday	Mai Fest	10 AM-10PM	
05/11/25	Sunday	Mai Fest	10AM-4PM	
05/30/25	Friday	Spring Faire	Noon-9:00 PM	500
05/31/25	Saturday	Spring Faire	10 AM-10PM	
06/01/25	Sunday	Spring Faire	10AM-4PM	
6/12/2025	Thursday	WWI Days	9AM-9PM	2000
6/13/2025	Friday	WWI Days	Noon-9:00 PM	
6/14/2025	Saturday	WWI Days	10 AM-10PM	
6/15/2025	Sunday	WWI Days	10AM-4PM	
07/11/25	Friday	Harley fest	Noon-9:00 PM	500
07/12/25	Saturday	Harley Fest	10 AM-10PM	
07/13/25	Sunday	Harley Fest	10AM-4PM	
NO 07/24/25	Thursday	20's Lawn Party	9AM-9PM	500
07/25/25	Friday	20's Lawn Party	Noon-9:00 PM	
07/26/25	Saturday	20's Lawn Party	10 AM-10PM	
07/27/25	Sunday	20's Lawn Party	10AM-4PM	
NO 07/30/25	Wednesday	1960's Vietnam War	9AM-9PM	750
07/31/25	Thursday	1960's Vietnam War& chamber event	9AM-9PM	
08/01/25	Friday	1960's Vietnam War	Noon-9:00 PM	
08/02/25	Saturday	1960's Vietnam War	10 AM-10PM	
08/03/25	Sunday	1960's Vietnam War	10AM-4PM	
NO 09/03/25	Wednesday	Old Falls Renaissance Faire	9AM-9PM	2500
NO 09/04/25	Thursday	Old Falls Renaissance Faire	9AM-9PM	
09/05/25	Friday	Old Falls Renaissance Faire	Noon-9:00 PM	
09/06/25	Saturday *	Old Falls Renaissance Faire	10 AM-10PM	
09/07/25	Sunday	Old Falls Renaissance Faire	10AM-4PM	
NO 09/10/25	Wednesday	Old Falls Renaissance Faire	9AM-9PM	2000
NO 09/11/25	Thursday	Old Falls Renaissance Faire	9AM-9PM	
09/12/25	Friday	Old Falls Renaissance Faire	Noon-9:00 PM	
09/13/25	Saturday *	Old Falls Renaissance Faire	10 AM-10PM	
09/14/25	Sunday	Old Falls Renaissance Faire	10AM-4PM	
NO 10/01/25	Wednesday	WW-1	9AM-9PM	500
NO 10/02/25	Thursday	WW-1	9AM-9PM	
10/03/25	Friday	WW-1	Noon-9:00 PM	
10/04/25	Saturday	WW-1	10 AM-10PM	
10/05/25	Sunday	WW-1	10AM-4PM	
NO 10/09/25	Wednesday	Oktoberfest	9AM-9PM	500
NO 10/10/25	Thursday	Oktoberfest	9AM-9PM	
10/11/25	Friday	Oktoberfest	Noon-9:00 PM	
10/12/25	Saturday	Oktoberfest	10 AM-10PM	



Village Board - Regular

6. a.

Meeting Date: 04/07/2025
Topic: Tax Incremental District No. 19
From: Amy Bennett, Planner/Zoning Administrator
Department: Community Development
Date of Village Board 04/07/2025
Action (if required):

Information

Subject:

Consideration and possible action on a Resolution creating Tax Incremental District No. 19, approving its project plan and establishing its boundaries.

Background Information:

Please see the attachments for background information and draft Plan Commission meeting minutes.

Key Issues for Consideration:

At it's meeting on March 4, 2025, the Plan Commission held a public hearing in which several people spoke, and unanimously recommended:

1. Recommend to the Village Board the creation of Tax Incremental District No.19;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.19 dated March 4, 2025;
3. And adopt the attached Resolution recommending the Village Board adopt the Project Plan dated March 4, 2025 for the creation of Tax Incremental District No.19 be approved.

Action By Committee or Village Board:

To approve the attached resolution creating Tax Incremental District No. 19, approving its project plan and establishing its boundaries.

Attachments

Plan Commission 030425 Draft Minutes
Plan Commission 030425 Staff Report
Signed PC Resolution
Final Project Plan
Draft Resolution

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to grant the following lighting exceptions:

- Nine (9) pole mounted lights located at 15.5 feet from the Leon Road (southwest) property line, which according to the municipal code would only allow poles with a maximum height of 8.2 feet - the proposed lights would be 11.8 feet taller than allowed.
- One (1) pole mounted light located 45.2 feet from the eastern property line, which according to the municipal code would only allow poles with a maximum height of 18.1 feet - the proposed light would be 1.9 feet taller than allowed.

Vote: 6 - 0 Motion Carried

Public hearing on the consideration of adoption of a Resolution concerning the proposed creation of Tax Incremental District No.19 (TID No.19), the proposed boundaries of the district, and the proposed project plan for the district, located in the northeast and southeast 1/4 of Section 13.

Commissioner Rolenc recused himself and left the room.

Several members of the public spoke at the public hearing including:

Scott Griffith (W127N7845 Riverview Lane) indicated he is a new resident in the Village and appreciates the view from his condo and expressed concern for the impact to the wetland and creek with the proposed development.

James Lenahan (N78W13065 Country Club Court) expressed concern for the development impact on the value of neighboring homes. He indicated the immediate area behind the homes should be kept as wildlife sanctuary.

Jeffrey Stewart (N78W12579 Fond du Lac Avenue) expressed concern for increased traffic on Fond du Lac caused by the future plans.

Mathilde Racette (N78W12533 Fond du Lac Avenue) expressed concern for the impact of industrial development on wildlife and the river. She indicated increased noise may become a nuisance to neighbors.

The public hearing was closed.

ACTION ITEM

Consideration and possible action on a Resolution concerning the creation of proposed Tax Incremental District No.19 (TID No.19), the boundaries of the district, and the proposed project plan for the district, located in the northeast and southeast 1/4 of Section 13.

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiwicz to approve a Resolution recommending the Village Board approve the project plan. Based on the overall goal to effectively use the Tax Increment Financing tool, the Plan Commission:

1. Recommends to the Village Board the creation of Tax Incremental District No.19;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.19 dated March 4, 2025;
3. And adopt the attached Resolution recommending the Village Board adopt the Project Plan dated March 4, 2025 for the creation of Tax Incremental District No.19 be approved.

Vote: 5 - 0 Motion Carried



Plan Commission - Regular

5. b.

Meeting Date: 03/04/2025

Topic: Tax Incremental District No. 19

From: Amy Bennett, Planner/Zoning Administrator

Department: Community Development

Subject:

Public hearing on the consideration of adoption of a Resolution concerning the proposed creation of Tax Incremental District No.19 (TID No.19), the proposed boundaries of the district, and the proposed project plan for the district, located in the northeast and southeast 1/4 of Section 13.

ACTION ITEM

Consideration and possible action on a Resolution concerning the creation of proposed Tax Incremental District No.19 (TID No.19), the boundaries of the district, and the proposed project plan for the district, located in the northeast and southeast 1/4 of Section 13.

Background Information:

TID No.19 is proposed to be created by the Village of Menomonee Falls encompassing approximately 114.2535 acres near the intersection of Appleton Avenue (STH 175) and Good Hope Road (CTH W). A boundary map of the proposed District is located in the attached Project Plan. TID No.19 is being created to provide funding for promoting mixed use development.

Application Specifics:

Projects to be undertaken within the District and costs to be incurred (Project Costs) will be for the purpose of paying the cost of infrastructure improvements needed to support office and industrial-type development to be developed by Milwaukee Tool located within the District and may include the remodeling of a newly acquired building into an electric lab and research and development facility and construction of new buildings to the north that will primarily include commercial/office and industrial space. Professional services and organizational costs, administrative costs, financing costs and other costs may be necessary to implement the District's Project Plan. Projects may be undertaken within the District's proposed boundary and in areas located in the Village within ½ mile of that boundary.

Additional Information:

Requested Action by Commission/Committee/Board:

Consideration of a Resolution recommending that the Village Board approve the project plan. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.19;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.19 dated March 4, 2025;
3. And adopt the attached Resolution recommending the Village Board adopt the Project Plan dated March 4, 2025 for the creation of Tax Incremental District No.19 be approved.

TID 19 Boundary Map

TID 19 Project Plan

PC Draft Resolution

NOTICE OF PUBLIC HEARING
AND JOINT REVIEW BOARD MEETING
VILLAGE OF MENOMONEE FALLS, WISCONSIN

NOTICE IS HEREBY GIVEN that the Village of Menomonee Falls will hold a Joint Review Board meeting on March 4, 2025 at 4:00 PM.

The meeting will be held at the Menomonee Falls Village Hall, Room Number 3338, located at W156N8480 Pilgrim Rd.

The purpose of the meeting is to organize the Joint Review Board for consideration of the Village's proposal to create Tax Incremental District No. 19.



NOTICE IS HEREBY
GIVEN that the Plan
Commission of the
Village of Menomonee
Falls will hold a public
hearing on March 4, 2025
at 6:30 PM.

The meeting will be held at the Menomonee Falls Village Hall, Room Number 2245, located at W156N8480 Pilgrim Rd.

The hearing will be held to provide the public a reasonable opportunity to comment on the proposed creation of Tax Incremental District No. 19, its proposed boundary, and its proposed Project Plan.

The District's proposed boundary is identified on the map included in this Notice.

Based on the planned use
of properties within the
proposed District

boundary the Village expects to designate the District as suitable for mixed use development.

Projects to be undertaken within the District and costs to be incurred (Project Costs) will be for the purpose of promoting mixed use development and may include acquisition of property, rights of way or easements, site preparation, installation or rehabilitation of utilities and streets, payment of cash grants as development incentives to owners, lessees, or developers of land located within the District, professional services and organizational costs, administrative costs, financing costs and other costs as may be necessary to implement the District's Project Plan.

All interested parties will be given a reasonable opportunity to comment on the proposed creation of the District, its proposed boundaries, and its proposed Project Plan. A copy of the proposed District Project Plan, including a description of the proposed boundaries, is available for public inspection and will be provided on request during normal business hours at the office of the Village Clerk at the Menomonee Falls Village Hall, located at W156N8480 Pilgrim Rd.

By Order of the Village of Menomonee Falls, Wisconsin

Published February 12, 2025 & February 19, 2025

**VILLAGE OF MENOMONEE FALLS PLAN COMMISSION
RESOLUTION NO. 82-R-25**

**RESOLUTION OF THE PLAN COMMISSION ESTABLISHING THE BOUNDARIES
OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT
NO. 19,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

WHEREAS, the Village of Menomonee Falls (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the Village in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the Menomonee Falls School District, and the Waukesha County Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

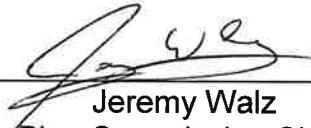
WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 4, 2025 held a public hearing concerning the

proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Menomonee Falls that:

1. It recommends to the Village Board that Tax Incremental District No. 19 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Creation of the District promotes orderly development in the Village.

Adopted by the Plan Commission of the Village of Menomonee Falls on this 4th day of March, 2025.

By: 
Jeremy Walz
Plan Commission Chair

Attest: 
Amy L. Bennett
Plan Commission Secretary

April 7, 2025

PROJECT PLAN

Village of Menomonee Falls, Wisconsin

Tax Incremental District No. 19



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	March 4, 2025
Public Hearing Held:	March 4, 2025
Approval by Plan Commission:	March 4, 2025
Adoption by Village Board:	April 7, 2025
Approval by the Joint Review Board:	April 28, 2025

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 19 (“District”) is a proposed Mixed Use District comprising approximately 114.3 acres (inclusive of 26.8 acres of wetlands) located in the eastern portion of the Village directly north of Good Hope Road and east of Appleton Avenue (WI-175). The District will be created to pay the costs of development incentives needed (the “Project”) to support office and industrial type development to be developed by Milwaukee Tool (the “Developer”).

The Developer has existing facilities on adjacent parcels to the District. The District will be created to assist the Developer with (i) the remodeling of a newly acquired building into an electric lab and research and development facility, and (ii) the construction of new buildings to the north that will primarily include commercial/office and industrial space. The developer anticipates adding 300 jobs with the first phase of this project, and with these new jobs, may choose to install a driveway connection to Fond du Lac Avenue at their sole cost. The Village has a large industrial footprint, with the 6th highest manufacturing real estate assessed value in the State of Wisconsin as of 2022, but new industrial spaces are becoming harder and harder to find. As a result, the Village is looking at creative ways to allow for existing firms to grow and expand. In addition to the incremental property value that will be created, the Village expects the Project to provide employment opportunities, increased income and sales tax collection, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the new development.

AUTHORITY

The Village is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The Village anticipates making total expenditures of approximately \$26.8 million (the “Project Costs”) to undertake the projects listed in this Project Plan (the “Plan”). Project Costs include an estimated \$26.5 million in Pay As You Go (“PAYGO”) development incentives and \$280,000 for ongoing planning and administration of the District.

INCREMENTAL VALUATION

The Village projects that new land and improvements value of approximately \$205.8 million will result from the Project. Creation of this additional value will

be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the Village anticipates that the District will generate sufficient tax increment to pay all Project Costs within 18 of its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. In reaching this determination, the Village has considered the Developer’s representation that the Project is not economically viable without public participation based on extraordinary costs associated with redevelopment of the existing building and the substantial investment needed to provide the public infrastructure and site preparation necessary to allow for the future development to the north. The costs are expected to be fronted by the Developer and reimbursed over time through a PAYGO development incentive and “but for” the incentives, the project would not likely proceed. Absent the use of tax incremental financing, the Village is unable to fully fund the necessary costs.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered that the Developer is likely to (i) create additional jobs, (ii) purchase goods and services from local suppliers in construction of the Project, and (iii) create induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits

expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm). Intended uses include commercial/office and industrial.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the Village does not exceed 12% of the total equalized value of taxable property within the Village.
9. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the Village within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the Village.

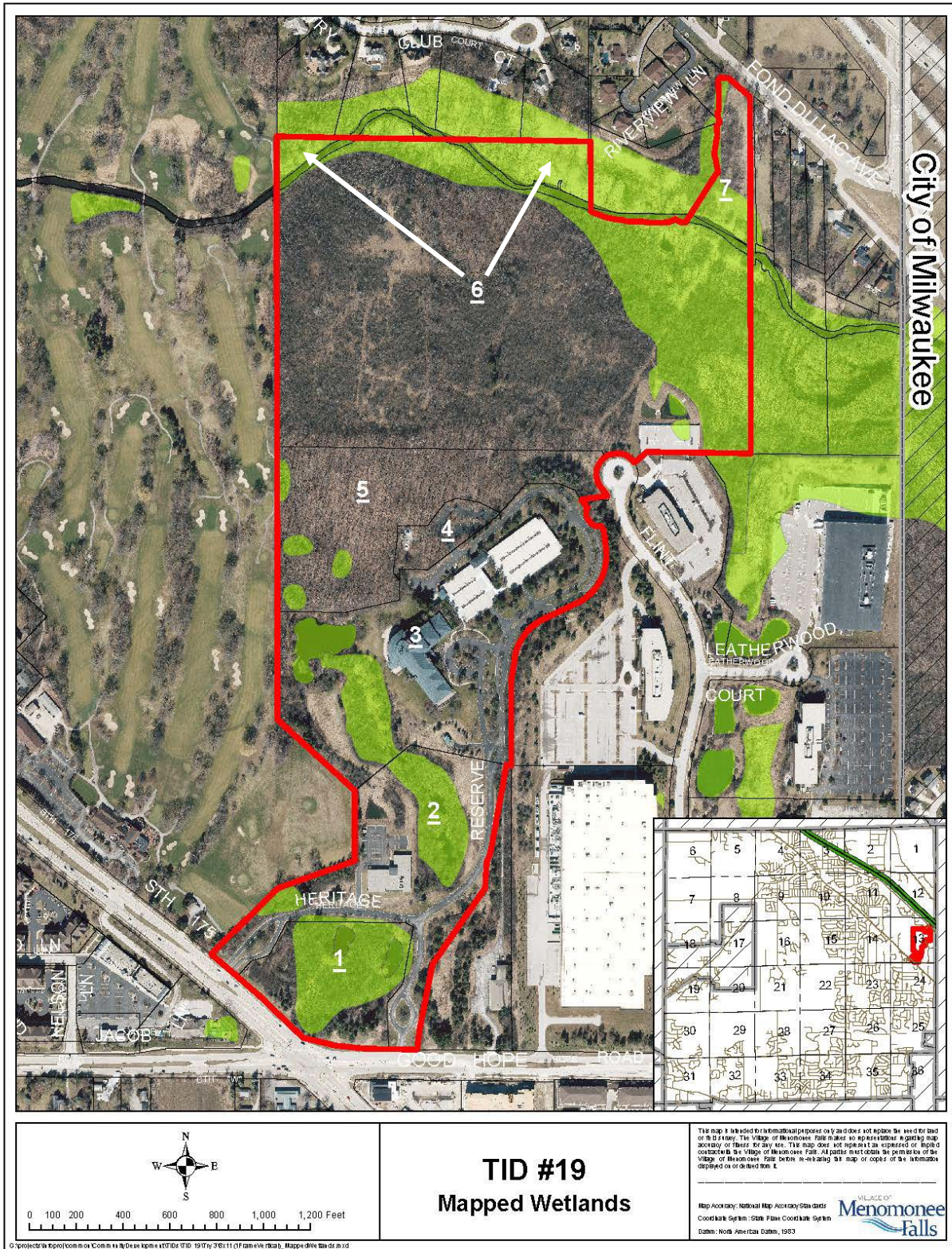
SECTION 2:

Preliminary Map of Proposed District Boundary

Maps found on following pages.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

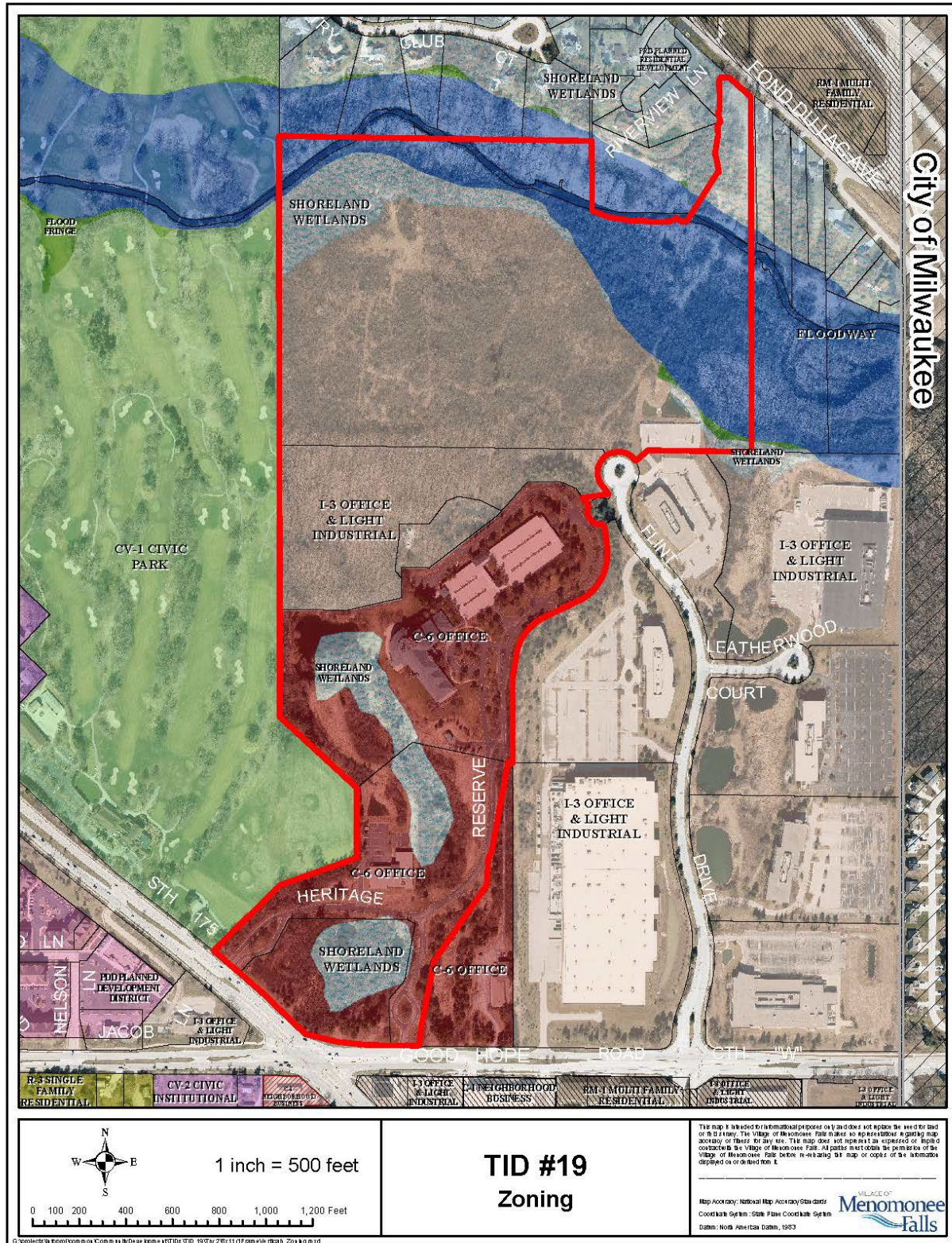




SECTION 3:

Map Showing Existing Uses and Conditions

Map found on following page.



SECTION 4:

Preliminary Parcel List and Analysis

The District will include the parcels identified in the table included on this page. A total of 61.84 of the 84.45 net acres (71% of the net acreage) to be located within the District are suitable for mixed use development.

Parcel Data

Map Reference Number	Parcel Number	Owner	Net Acres	Suitable Acres	
				Commercial/Business	Industrial
N/A	ROW Areas		0.00		
1	MNFV0052990007	HERITAGE BROTHERS LLC	2.56	2.56	
2	MNFV0052990006	HB2 LLC	10.74	10.74	
3	MNFV0052990002	WELLS FARGO FUNDS MANAGEMENT LLC	19.15		19.15
4	MNFV0052992017	ALLSPRING FUNDS MANAGEMENT LLC	1.71		0.85
5	MNFV0052992016	SCHWER, PFLICHT & WERKZEUG PROPERTIES, LLC	11.74		1.18
6	MNFV0052992012	SCHWER, PFLICHT & WERKZEUG PROPERTIES, LLC	40.28		27.35
7	MNFV0049963008	VILLAGE OF MENOMONEE FALLS	1.27		
TOTALS			87.45	13.31	48.53

Percentage of TID Area Suitable for Mixed Use Development (at least 50%) 71%

Percentage of TID Area Not Suitable for Development 29%

Total Area 100%

Wetland Acreage Removed from District Boundaries 26.80

Note: Acreage calculations are approximate based on GIS measurements.

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²			Overlapping TID
	Land	Improvement	Total	Land	Improvement	Total	
MNFV0052990007	466,900	0	466,900	495,400	0	495,400	TID 10
MNFV0052990006	1,366,400	2,298,900	3,665,300	1,449,700	2,439,000	3,888,700	TID 10
MNFV0052990002 ³	4,175,700	11,649,200	15,824,900	4,430,200	12,359,200	16,789,400	
MNFV0052992017	201,100	0	201,100	213,400	0	213,400	TID 10
MNFV0052992016	732,700	0	732,700	777,400	0	777,400	TID 10
MNFV0052992012	3,120,200	0	3,120,200	3,310,400	0	3,310,400	TID 10
MNFV0049963008	0	0	0	0	0	0	
TOTALS	10,063,000	13,948,100	24,011,100	10,676,500	14,798,200	25,474,700	

1) Estimated based on values as of January 1, 2024. Actual base value will be as of January 1, 2025.

2) Calculation based on aggregate assessment ratio of 94.26%.

3) Parcel MNFV0052990002 is expected to be assessed at the sale price of \$6.75 million for January 1, 2025.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the Village expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village. The value of those parcels currently located within Tax Incremental District No. 10 are not included in the 12% calculation as their value is reflected within the existing incremental value.

Calculation of Village Equalized Value Limit

Village TID IN Equalized Value (Jan. 1, 2024)	\$	8,003,243,900
TID Valuation Limit @ 12% of Above Value	\$	960,389,268

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$	25,474,700
Plus: Assumed change for Jan. 1, 2025 assessment ¹	\$	(9,628,000)
Incremental Value of Existing Districts (Jan. 1, 2024)	\$	560,582,800
Less: Value of Underlying TID Parcels	\$	(8,685,300)
Total Value Subject to 12% Valuation Limit	\$	567,744,200
Total Percentage of TID IN Equalized Value		7.09%
Residual Value Capacity of TID IN Equalized Value	\$	392,645,068

1) Assumes parcel MNFV0052990002 is assessed at the sale price of \$6.75 million.

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District and other adjustments noted above, totals \$567,744,200. This value is less than the maximum of \$960,389,268 in equalized value that is permitted for the Village.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating Village ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the Village expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property

assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the Village may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Village related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the Village may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services. These activities are eligible Project Costs.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The Village may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the Village may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding

to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the Village may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the Village to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the Village to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the Village to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the Village may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Village are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The Village may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the Village executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the Village are eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The Village may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Village employees relating to the implementation of the Plan.

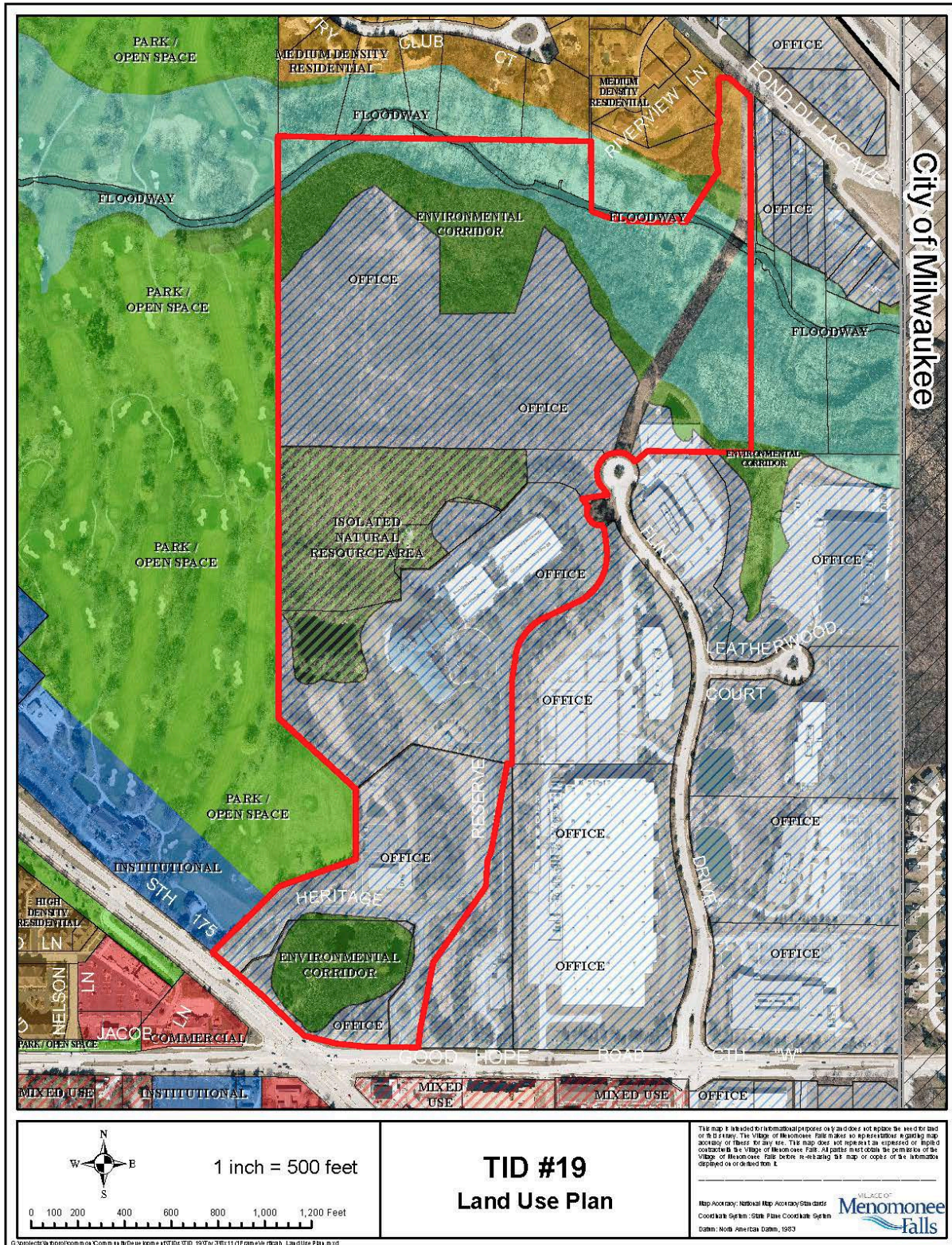
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.





SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the Village currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

Project ID	Project Name/Type	Est. Cost	Est. Timing
		Ongoing	
1	Pay As You Go ("PAYGO") Development Incentive ¹	26,541,980	2027-2046
2	Ongoing Planning & Administrative Costs	282,750	2025-2046
Total Projects		26,824,730	
Notes:			
1) Assumes Milwaukee Tool receives an 80% PAYGO development incentive over the life of the District.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the Village plans to make are expected to create \$205.8 million in incremental value by January 1, 2038. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$12.37 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$32.8 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		Milwaukee Tool		Annual Total	Construction Year
		Conversion of Existing Building ¹	Future Buildings		
			Sq. Ft.	Total Value	
Estimated Value per		\$250			
1	2025	18,250,000		18,250,000	2025 1
2	2026			0	2026 2
3	2027			0	2027 3
4	2028		150,000	37,500,000	2028 4
5	2029			0	2029 5
6	2030			0	2030 6
7	2031		200,000	50,000,000	2031 7
8	2032			0	2032 8
9	2033			0	2033 9
10	2034		200,000	50,000,000	2034 10
11	2035			0	2035 11
12	2036			0	2036 12
13	2037		200,000	50,000,000	2037 13
14	2038			0	2038 14
15	2039			0	2039 15
16	2040			0	2040 16
17	2041			0	2041 17
18	2042			0	2042 18
19	2043			0	2043 19
20	2044			0	2044 20
Totals		18,250,000	750,000	187,500,000	205,750,000

Notes:

1) Assumes the building is assessed at the purchase price of \$6.75 million as of January 1, 2025. The improvements to the building are expected to increase the value to \$25.0 million by January 1, 2026.

Table 2 – Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	25,474,700
District Creation Date	April 7, 2025	Economic Change Factor	0.00%
Valuation Date	Jan 1, 2025	Apply to Base Value	
Max Life (Years)	20	Base Tax Rate	\$12.37
End of Expenditure Period	15 4/7/2040	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20 2046		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2025	18,250,000	2026	0	18,250,000	2027	\$12.37	225,839
2	2026	0	2027	0	18,250,000	2028	\$12.37	225,839
3	2027	0	2028	0	18,250,000	2029	\$12.37	225,839
4	2028	37,500,000	2029	0	55,750,000	2030	\$12.37	689,893
5	2029	0	2030	0	55,750,000	2031	\$12.37	689,893
6	2030	0	2031	0	55,750,000	2032	\$12.37	689,893
7	2031	50,000,000	2032	0	105,750,000	2033	\$12.37	1,308,630
8	2032	0	2033	0	105,750,000	2034	\$12.37	1,308,630
9	2033	0	2034	0	105,750,000	2035	\$12.37	1,308,630
10	2034	50,000,000	2035	0	155,750,000	2036	\$12.37	1,927,368
11	2035	0	2036	0	155,750,000	2037	\$12.37	1,927,368
12	2036	0	2037	0	155,750,000	2038	\$12.37	1,927,368
13	2037	50,000,000	2038	0	205,750,000	2039	\$12.37	2,546,106
14	2038	0	2039	0	205,750,000	2040	\$12.37	2,546,106
15	2039	0	2040	0	205,750,000	2041	\$12.37	2,546,106
16	2040	0	2041	0	205,750,000	2042	\$12.37	2,546,106
17	2041	0	2042	0	205,750,000	2043	\$12.37	2,546,106
18	2042	0	2043	0	205,750,000	2044	\$12.37	2,546,106
19	2043	0	2044	0	205,750,000	2045	\$12.37	2,546,106
20	2044	0	2045	0	205,750,000	2046	\$12.37	2,546,106
Totals		205,750,000		0		Future Value of Increment		32,824,038

Notes:
1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

The District's primary expenditures will be development incentives. Incentives will be paid on a "Pay As You Go" basis from the tax increment generated by the Project and may be structured in one or more phases. Payments will be made from and strictly limited to the tax increments generated by the District. The incentives are not considered Village debt nor will the Village appropriate funds to make incentive payments from any other sources aside from the tax increment generated by the District.

The Village will incur costs to create and administer the District. Costs incurred by the Village prior to availability of tax increments will be paid from other funds of the Village to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2044 to pay off all Project Costs liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures			Balances			Year
	Tax Increments	Total Revenues	MRO #1 2025 Milwaukee Tool ¹ \$26,259,230	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2025		0		25,000	25,000	(25,000)	(25,000)	26,259,230	2025
2026		0		10,000	10,000	(10,000)	(35,000)	26,259,230	2026
2027	225,839	225,839	180,671	10,200	190,871	34,968	(32)	26,078,559	2027
2028	225,839	225,839	180,671	10,400	191,071	34,768	34,736	25,897,887	2028
2029	225,839	225,839	180,671	10,610	191,281	34,558	69,294	25,717,216	2029
2030	689,893	689,893	551,914	10,820	562,734	127,159	196,452	25,165,302	2030
2031	689,893	689,893	551,914	11,040	562,954	126,939	323,391	24,613,388	2031
2032	689,893	689,893	551,914	11,260	563,174	126,719	450,109	24,061,474	2032
2033	1,308,630	1,308,630	1,046,904	11,490	1,058,394	250,236	700,345	23,014,569	2033
2034	1,308,630	1,308,630	1,046,904	11,720	1,058,624	250,006	950,351	21,967,665	2034
2035	1,308,630	1,308,630	1,046,904	11,950	1,058,854	249,776	1,200,127	20,920,761	2035
2036	1,927,368	1,927,368	1,541,894	12,190	1,554,084	373,284	1,573,411	19,378,866	2036
2037	1,927,368	1,927,368	1,541,894	12,430	1,554,324	373,044	1,946,455	17,836,972	2037
2038	1,927,368	1,927,368	1,541,894	12,680	1,554,574	372,794	2,319,248	16,295,077	2038
2039	2,546,106	2,546,106	2,036,885	12,930	2,049,815	496,291	2,815,539	14,258,193	2039
2040	2,546,106	2,546,106	2,036,885	13,190	2,050,075	496,031	3,311,571	12,221,308	2040
2041	2,546,106	2,546,106	2,036,885	13,450	2,050,335	495,771	3,807,342	10,184,423	2041
2042	2,546,106	2,546,106	2,036,885	13,720	2,050,605	495,501	4,302,843	8,147,539	2042
2043	2,546,106	2,546,106	2,036,885	13,990	2,050,875	495,231	4,798,074	6,110,654	2043
2044	2,546,106	2,546,106	2,036,885	14,270	2,051,155	494,951	5,293,025	4,073,769	2044
2045	2,546,106	2,546,106	2,036,885	14,560	2,051,445	494,661	5,787,686	2,036,885	2045
2046	2,546,106	2,546,106	2,036,885	14,850	2,051,735	494,371	6,282,058	0	2046
Totals (2025 - 2046)	32,824,038	32,824,038	26,259,230	282,750	26,541,980				Totals (2025 - 2046)

Notes:

1) Assumes Milwaukee Tool receives an 80% PAYGO development incentive over the life of the District.

PROJECTED CLOSURE YEAR

LEGEND:

----- **END OF EXP. PERIOD**

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and Village Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the Village's Comprehensive Plan identifying the area as appropriate for office and light industrial uses.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the Village's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the Village

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the Village by creating new commercial and industrial sites through the provision of appropriate financial incentives for private development projects. Through use of tax increment financing, the Village can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities, increased income and sales tax collection, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the new development.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
**Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.



Office of the Village Attorney

April 1, 2025

Mark Fitzgerald, Village Manager
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051

Re: Project Plan for Tax Incremental District No. 19

Mr. Fitzgerald:

I reviewed the proposed Project Plan for Tax Incremental District No. 19 of the Village of Menomonee Falls (the "Project Plan") dated March 4, 2025. The Project Plan was reviewed by the Plan Commission on March 4, 2025 and recommended for approval. It is scheduled to be considered for adoption by the Village Board of Trustees by resolution on April 7, 2025.

I have not been asked to, nor have I undertaken to, verify the reasonableness or accuracy of the assumptions, estimates, or financial projections contained in the Project Plan and express no opinion relating to those items.

Based upon my review, and reliance on the accuracy of the statements set forth in the Project Plan, it is my opinion that the Project Plan is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

Very truly yours,

VILLAGE OF MENOMONEE FALLS

A handwritten signature in black ink, appearing to read "A. C. Koenings", written over a horizontal line.

Adam C. Koenings
Village Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2024/25 levy year.

Revenue Year	Waukesha County	Village of Menomonee Falls	Menomonee Falls School District	Waukesha County Area Technical College	Total	Revenue Year
2027	29,063	79,328	111,904	5,544	225,839	2027
2028	29,063	79,328	111,904	5,544	225,839	2028
2029	29,063	79,328	111,904	5,544	225,839	2029
2030	88,780	242,332	341,844	16,936	689,893	2030
2031	88,780	242,332	341,844	16,936	689,893	2031
2032	88,780	242,332	341,844	16,936	689,893	2032
2033	168,404	459,670	648,431	32,126	1,308,630	2033
2034	168,404	459,670	648,431	32,126	1,308,630	2034
2035	168,404	459,670	648,431	32,126	1,308,630	2035
2036	248,028	677,008	955,018	47,315	1,927,368	2036
2037	248,028	677,008	955,018	47,315	1,927,368	2037
2038	248,028	677,008	955,018	47,315	1,927,368	2038
2039	327,651	894,345	1,261,605	62,505	2,546,106	2039
2040	327,651	894,345	1,261,605	62,505	2,546,106	2040
2041	327,651	894,345	1,261,605	62,505	2,546,106	2041
2042	327,651	894,345	1,261,605	62,505	2,546,106	2042
2043	327,651	894,345	1,261,605	62,505	2,546,106	2043
2044	327,651	894,345	1,261,605	62,505	2,546,106	2044
2045	327,651	894,345	1,261,605	62,505	2,546,106	2045
2046	327,651	894,345	1,261,605	62,505	2,546,106	2046
Totals	4,224,032	11,529,775	16,264,430	805,800	32,824,038	

Village of Menomonee Falls Resolution No. ____-R-25

**A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 19, APPROVING
ITS PROJECT PLAN, AND ESTABLISHING ITS BOUNDARIES
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

WHEREAS, the Village of Menomonee Falls (the "Village") has determined that the use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Incremental Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the Menomonee Falls School District, and the Waukesha County Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 4, 2025 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Village Board that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Menomonee Falls that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 19, Village of Menomonee Falls", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2025.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) That there are no parcels to be included within the District that were annexed by the Village within the preceding three-year period.
 - (f) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
 - (h) Lands proposed for newly platted residential development comprise 0% of the real property area within the District.

4. The Project Plan for “Tax Incremental District No. 19, Village of Menomonee Falls” (see Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a “Determination of Tax Incremental Base”, as of January 1, 2025, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the Village Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the Village Clerk is hereby authorized and directed to make similar notions on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this 7th day of April, 2025.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk



Village Board - Regular

7. a.

Meeting Date: 04/07/2025
Topic: Old Falls Village Ground Leases
From: Mark Fitzgerald, Village Manager
Department: Administration
Date of Committee: 04/07/2025
Action (if required):
Date of Village Board: 04/07/2025
Action (if required):

Information

Subject:

Consideration of Old Falls Village Ground Lease agreements:

- Ground Lease by and between the Village of Menomonee Falls and the Menomonee Falls Historical Society
- Ground Lease by and between the Village of Menomonee Falls and the Friends of Old Falls Village, Inc.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

2025 Ground Lease - VMF and MFHS
2025 Ground Lease - VMF and FOFV

GROUND LEASE

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

RECITALS

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

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

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

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

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

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

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

2025 Ground Lease with Menomonee Falls Historical Society

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

H. In 2023 and 2024, Lessee leased the Property in conjunction with FOFV. During those seasons, there was very little cooperation between Lessee and FOFV. In order to continue to promote the development of the Property, Lessor is seeking to more explicitly divide the use of the Property between Lessee and FOFV with a specific use calendar for the 2025 calendar year.

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

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

1. Leased Premises.

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

2. Commencement Date.

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

3. Term.

A. Term. The term of this Lease shall begin on the Commencement Date and shall expire on December 31, 2025 (the "Term").

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

4. Use of Leased Premises.

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

B. Specific. Lessee and FOFV created the calendar attached as Exhibit A ("Joint Calendar") for the purpose of determining the cooperative schedule

of events for 2025. Lessee is explicitly permitted to operate on the Property on the days and times identified on the Joint Calendar as Lessee's events shown in black font. Lessee is prohibited from operating on the Property on all other days, unless approved by the Lessor. Except for the few dates on the Joint Calendar that show an event for both Lessee and FOFV, Lessee understands that it is prohibited from operating on the Property at the same time as FOFV. Lessee is allowed to work in their office on the Property but may not interfere with FOFV. Both MFHS and FOFV may amend the Joint Calendar, if both parties specifically agree, without the further consent of the Lessor.

5. Provision of Alcohol.

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

6. Cooperation With FOFV.

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

7. Lessor's Option to Terminate.

- A. The Lessor may terminate this Lease if it determines that a conflict between Lessee and the FOFV is harming the operation, management or marketing of the Property in such a manner that does not maximize opportunities to achieve and sustain revenue from the operations of the Property and the promotion of tourism at the Property and in the Village of Menomonee Falls by attracting, promoting, and contracting for historic, educational, cultural and recreational events and activities.
- B. Lessor may terminate this Lease at any time upon written notice if Lessee fails to comply with the terms of this Lease and such failure is unresolved for more than forty-five (45) days after the date notice of such breach is mailed to Lessee by first class mail.

8. Maintenance of the Property.

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

- A. Village Obligations. The Village shall continue to provide the level of snow removal service consistent with previous years. The Village shall also retain responsibility for maintenance of the detention pond on the west side of the Property.
- B. Event Maintenance. Lessee use of the Property shall not damage the exterior or interior of any buildings on the Property. Lessee shall perform general housekeeping services before and after events in accordance with reasonable levels of cleanliness and service expected of a facility that is intended to attract members of the public.
- C. Grounds Maintenance. FOFV shall be responsible for all general grounds maintenance of the Property. This includes maintenance of all grass, gardens, trees, and other vegetation on the Property, and maintenance of any paved or otherwise improved surfaces. Lessee and FOFV are familiar with and accepts the manner in which the Lessor has historically maintained the Property and understand that FOFV shall maintain the Property in a similar manner. Lessee may also assist in maintaining various gardens on site in cooperation with FOFV.
 - i. Approval of Lessor. FOFV must obtain approval of the Lessor for grounds maintenance that exceeds routine grass cutting, trimming and weed control. This would include grounds maintenance, as determined by Lessor, such as major tree trimming, tree removal, invasive species eradication, ditching, and stormwater control. FOFV shall deliver to the Lessor a plan for the non-routine grounds maintenance for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of FOFV to complete grounds maintenance upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of the Property. FOFV understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.
 - ii. Meet Regularly. Lessor shall meet regularly with FOFV to discuss and help coordinate necessary grounds maintenance. These meetings are required as called, and FOFV must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

2025 Ground Lease with Menomonee Falls Historical Society

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

- iii. Title of Improvements. All permanent improvements to the Property made by FOFV shall, upon termination of this Lease, become the property of the Lessor.
- D. Building Maintenance. Lessee shall be responsible for all regular and routine maintenance on the buildings.
- E. Building Repair. Lessee shall also be responsible for all necessary repair to roofs, siding, foundations, doors, windows, and all interior finishes and systems (HVAC, electrical, plumbing and alarms) when required by reason of need from deterioration or damage.
 - i. Approval of Lessor. Lessee must obtain approval of the Lessor for all necessary repair of buildings. The Lessee shall deliver to the Lessor a plan for the necessary building repair for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of Lessee to repair buildings upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of all such buildings. Lessee understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.
 - ii. Meet Regularly. Lessor shall meet regularly with Lessee to discuss and help coordinate necessary repair of buildings. These meetings are required as called, and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor. Lessor will not approve plans for necessary repair of buildings unless discussed first with Lessee.

Lessor shall also meet regularly with FOFV to discuss and help coordinate Ground Maintenance on the Property. These meetings are required as called and FOFV must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.
 - iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.
- F. Improvements. In 2025, Lessee shall not have authority to remodel or make alterations and additions to the condition, operations or use of the Property, as determined by Lessor.

9. Indemnification and Insurance.

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

10. Miscellaneous Provisions.

- A. Utility Service. Lessor shall maintain and provide all utility services, including electricity, sewer, and water service.
- B. Public Access. The Property is to remain open and accessible to the public when not in use by Lessee. To the extent applicable, Chapter 66 [Parks and Recreation] of the Village's Municipal Code remains applicable to the Property at all times.
- C. No Encumbrances. Lessee shall not encumber, mortgage, assign, or otherwise convey its interest in this Lease without prior written consent of the Lessor. Nothing herein contained shall make Lessee the agent of Lessor for the purpose of binding the Property for the payment of contractor's, subcontractor's, mechanic's or materialmen's liens; and any improvements or repairs made to the Property by the Lessee.
- D. Lessor's Access to Leased Premises. Nothing in this Lease shall restrict the Lessor's right to access the Property for any reasons whatsoever.
- E. Partial Invalidity. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term

2025 Ground Lease with Menomonee Falls Historical Society

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

- F. Remedies Cumulative. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given statutes, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- G. No Waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.
- H. Lessee shall maintain its status as a charitable, non-profit organization for the duration of this lease and shall provide proof of its status upon request by Lessor. Upon execution of this lease, Lessee fully acknowledges that Lessee's primary mission is to promote the local history of the Village of Menomonee Falls and support the vitality of Old Falls Village. If Lessee ceases to function as a charitable, non-profit organization, then all physical assets and financial assets of Lessee shall be transferred and endowed to Old Falls Village as provided by law in Wisconsin Statutes § 44.03(3).

11. Notice.

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

- A. If to the Lessor, to:
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
Attention: Village Manager
- B. If to the Lessee, to:
Menomonee Falls Historical Society
P.O. Box 91
Menomonee Falls, WI 53052
Attention: MFHS President

12. Entire Agreement.

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

SIGNATURES

LESSOR: Village of Menomonee Falls

By: _____

Mark Fitzgerald, Village Manager

Date: _____

LESSEE: Menomonee Falls Historical Society

By: _____

President

Date: _____

JANUARY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1 New Year's Day	2 Troop 67 6pm	3	4
5	6	7	8 Troop 67 6pm	9 MFHS/FOFV Meeting	10	11
12	13 MFHS Board Mtg 6pm Badger Guild 11am	14	15 MFHS/FOFV Meeting with Mark F.	16	17	18
19	20 M L King Day	21	22 Troop 67 6pm	23	24	25
26	27	28	29	30	31	1

FEBRUARY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5 Troop 67 6pm	6	7	8
9	10 MFHS Board Mtg 6pm Badger Guild 11am	11	12 Troop 67 6pm	13	14	15
16	17 Presidents' Day	18	19 FOFV event planning	20	21	22 Girl Scout Cookies 9-4
23 Girl Scout Cookies 9-4	24	25	26 Troop 67 6pm	27	28	1

MARCH 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
23	24	25	26	27	28	1 Girl Scout Cookies 9-4
2 Girl Scout Cookies 9-4	3	4	5 Troop 67 6pm	6	7	8 MFHS Rental- PH Girl Scout Cookies 9-4
9 FOFV Rental – PH Girl Scout Cookies 9-4	10 MFHS Board Mtg 6pm Badger Guild 11am	11	12 Troop 67 6pm	13	14	15 Girl Scout Cookies 9-4
16 Girl Scout Cookies 9-4	17	18	19	20	21	22
23	24	25	26 Troop 67 6pm	27	28	29 Girl Scout Cookies 9-4
30 Girl Scout Cookies 9-4	31	1	2	3	4	5

APRIL 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	1	2 Troop 67 6pm	3	4	5
6	7	8	9 Troop 67 6pm	10 MFHS Volunteer Mtg 6pm	11 FOFV Rental Set up	12 FOFV Rental
13 FOFV Rental Clean-up	14 MFHS Board Mtg 6pm Badger Guild 11am	15	16	17	18 Good Friday	19
20 Easter Sunday MFHS Rental	21	22	23 Troop 67 6pm OK Storytime-PH (9:30-12:30) OK	24 MFHS Quarterly Mtg Time TBD	25 FOFV Spring Clean-up	26 FOFV Spring Clean-up
27 MFHS Band Info Day 12 noon OK FOFV Spring Clean-up OK	28	29	30	1	2	3

MAY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	1	2	3
			Rev War Set up	Rev War Set-up	Rev War Set -up	Rev War
4	5	6	7	8	9	10
Rev War	Rev War Clean-up	Rev War Clean-up	Troop 67 6pm Storytime (9:30-12:30)	Maifest Set-up	Maifest Set-up	Maifest
11	12	13	14	15	16	17
Maifest	MFHS Board Mtg 6pm Badger Guild 11am Maifest Clean-up	Maifest Clean-up	Troop 67 6pm		Depot Beer Garden 2pm	Depot Beer Garden 2pm
18	19	20	21	22	23	24
MFHS Rental				MFHS Library Event	Depot Beer Garden 2pm	Depot Beer Garden 2pm
25	26	27	28	29	30	31
MFHS Museum Hours 12-4	Memorial Day		Troop 67 6pm		FOFV Set up	FOFV event

JUNE 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 FOFV event	2 FOFV Clean-up	3 FOFV Clean-up	4 Troop 67 6pm	5	6 Depot Beer Garden 2pm	7 Depot Beer Garden 2pm
8 Depot Beer Garden Rain date/ Clean up	9 MFHS Board Mtg 6pm Badger Guild 11am	10	11 Troop 67 6pm WWII Set- up	12 WWII Set- up	13 WWII Set- up	14 WWII
15 WWII	16 WWII Clean up	17 WWII Clean- up	18	19	20 Depot Beer Garden 2pm	21 Depot Beer Garden 2pm
22 FOFV Rental	23	24	25 Troop 67 6pm Storytime (9:30-12:30)	26	27 Depot Beer Garden 2pm	28 Depot Beer Garden 2pm
29 MFHS Museum Hours 12-4 MFHS Rental	30	1	2	3	4	5

JULY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	1	2 Troop 67 6pm	3	4 Independence Day	5 Depot Beer Garden 2pm
6 MFHS event	7	8 FOFV Rental -PH	9 Troop 67 6pm	10	11 FOFV Set-up	12 FOFV event
13 FOFV event	14 MFHS Board Mtg 6pm Badger Guild 11am FOFV Clean-up	15 FOFV Clean-up	16	17 Civil war Set up	18 Civil War Depot Beer Garden	19 Civil War Depot Beer Garden
20 Civil War Depot Beer Garden MFHS Museum Hours	21 Civil War Clean up	22 FOFV/BSA event	23 Troop 67 6pm FOFV/BSA event	24 FOFV Roaring 20's Set-up	25 FOFV Roaring 20's Set-up	26 FOFV Roaring 20's
27 FOFV Roaring 20's	28 FOFV Clean-up	29 FOFV Clean-up	30	31	1	2

AUGUST 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30 FOFV Vietnam Set-up	31 FOFV Vietnam Set-up	1 FOFV Vietnam Set-up	2 FOFV Vietnam
3 FOFV Vietnam	4 FOFV Vietnam Clean-up	5 FOFV Vietnam Clean-up	6 Troop 67 6pm	7 MFHS Set-up	8 Depot Beer Garden 2pm	9 Depot Beer Garden 2pm MFHS Rental
10 Depot Beer Garden Rain date	11 MFHS Board Mtg 6pm Badger Guild 11am	12	13 Troop 67 6pm	14 FOFV Rental- PH	15 Depot Beer Garden 2pm	16 Depot Beer Garden 2pm
17 Depot Beer Garden Rain date	18	19	20	21 MFHS Set-up	22 Depot Beer Garden 2pm	23 Depot Beer Garden 2pm
24 Depot Beer Garden Rain date	25	26	27 Troop 67 6pm	28 MFHS Set-up	29 Depot Beer Garden 2pm	30 Depot Beer Garden/ MFHSO Concert
31 MFHS Museum Hours 12-4	1	2	3	4	5	6

SEPTEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1 Labor Day	2	3 Troop 67 6pm FOFV RenFaire Set- up	4 FOFV RenFaire Set- up	5 FOFV RenFaire Set-up	6 FOFV RenFaire
7 FOFV RenFaire	8 FOFV RenFaire Set- up	9 FOFV RenFaire Set- up	10 Troop 67 6pm FOFV RenFaire Set- up	11 FOFV RenFaire Set- up	12 FOFV RenFaire Set- up	13 FOFV RenFaire
14 FOFV RenFaire	15 MFHS Board Mtg 6pm Badger Guild 11am FOFV RenFaire Clean-up	16 FOFV RenFaire Clean- up	17	18 MFHS Set-up	19 Car Show Set up Depot Beer Garden	20 Classic Car Show Depot Beer Garden
21 Classic Car Show Clean up	22 In Touch with History Set-up	23 In Touch with History	24 In Touch with History Troop 67 6pm	25 In Touch with History	26 Oktoberfest Depot Beer Garden	27 Oktoberfest Depot Beer Garden 2pm
28 MFHS Museum Hours 12-4 Summer Picnic	29	30	1	2	3	4

OCTOBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1 Troop 67 FOFV/WWI Set-up	2 FOFV/WWI Set-up	3 FOFV/WWI Set-up	4 FOFV/WWI Set-up
5 FOFV/WWI Set-up	6 FOFV/WWI Clean-up	7 FOFV/WWI Clean-up	8 Troop 67 FOFV/Oktober fest Set-up	9 FOFV/Oktober fest Set-up	10 FOFV/Oktober fest Set-up	11 FOFV/Oktober fest
12 FOFV/Oktober fest	13 MFHS Board Mtg 6pm Badger Guild 11am FOFV/Oktoberfest Clean-up	14 MFHS Halloween Set up FOFV/Oktoberfest Clean-up	15 MFHS Halloween Set up	16 MFHS Halloween Set up	17 MFHS Halloween Event	18 MFHS Halloween Event
19 MFHS Halloween Event	20 MFHS Halloween Clean up	21 FOFV/Hallowe en Set-up	22 Troop 67 FOFV/Hallowe en Set-up	23 FOFV Halloween	24 FOFV Halloween	25 FOFV Halloween
26 FOFV Halloween	27 FOFV Halloween	28 FOFV Halloween	29 FOFV Halloween	30 FOFV Halloween	31 FOFV Halloween	1

NOVEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 FOFV/BSA Event FOFV Halloween
2 FOFV Halloween	3 FOFV Halloween	4 FOFV Halloween	5 Troop 67 6pm	6	7	8 FOFV Rental PH
9 MFHS Quarterly Mtg Time TBD	10 MFHS Board Mtg 6pm Badger Guild 11 am	11 Veterans Day	12 Troop 67 6pm	13	14	15
16	17	18	19	20	21	22
23	24	25	26 Troop 67 6pm	27 Thanksgiving Day	28	29
30	1	2	3	4	5	6

DECEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2 Silver Tea Set up	3 Troop 67 6pm Silver Tea Set up	4 Silver Tea Set up	5 Silver Tea Set up	6 Silver Tea Set up
7 Silver Tea	8 MFHS Board Mtg 6pm Badger Guild 11am	9	10 Troop 67 6pm M-D Open House	11	12 M-D Open House	13 FOFV Rental-PH
14 M-D Open House	15	16	17	18 M-D Open House	19	20
21 M-D Open House FOFV Rental-PH	22	23	24 MFHS Rental	25 Christmas MFHS Rental	26	27 M-D Open House
28	29	30	31	1	2	3

GROUND LEASE

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

RECITALS

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

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

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

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

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

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

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

2025 Ground Lease with Friends of Old Falls Village

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

H. In 2023 and 2024, Lessee leased the Property in conjunction with MFHS. During those seasons, there was very little cooperation between Lessee and MFHS. In order to continue to promote the development of the Property, Lessor is seeking to more explicitly divide the use of the Property between Lessee and MFHS with a specific use calendar for the 2025 calendar year.

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

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

1. **Leased Premises.**

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

2. **Commencement Date.**

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

3. **Term.**

- A. Term. The term of this Lease shall begin on the Commencement Date and shall expire on December 31, 2025 (the "Term").
- B. No Renewal Term(s). This lease shall expire following the Term and shall not automatically renew absent a written agreement stating otherwise.

4. **Use of Leased Premises.**

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

of events for 2025. Lessee is explicitly permitted to operate on the Property on the days and times identified on the Joint Calendar as Lessee's events shown in blue font. Lessee is prohibited from operating on the Property on all other days, unless approved by the Lessor. Except for the few dates on the Joint Calendar that show an event for both Lessee and MFHS, Lessee understands that it is prohibited from operating on the Property at the same time as MFHS. Lessee is allowed to work in their office on the Property but may not interfere with MFHS. Both FOFV and MFHS may amend the Joint Calendar, if both parties specifically agree, without the further consent of the Lessor.

5. Provision of Alcohol.

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

6. Cooperation With MFHS.

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

7. Lessor's Option to Terminate.

- A. The Lessor may terminate this Lease if it determines that a conflict between Lessee and the MFHS is harming the operation, management or marketing of the Property in such a manner that does not maximize opportunities to achieve and sustain revenue from the operations of the Property and the promotion of tourism at the Property and in the Village of Menomonee Falls by attracting, promoting, and contracting for historic, educational, cultural and recreational events and activities.
- B. Lessor may terminate this Lease at any time upon written notice if Lessee fails to comply with the terms of this Lease and such failure is unresolved for more than forty-five (45) days after the date notice of such breach is mailed to Lessee by first class mail.

8. Maintenance of the Property.

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

- A. Village Obligations. The Village shall continue to provide the level of snow removal service consistent with previous years. The Village shall also retain responsibility for maintenance of the detention pond on the west side of the Property.
- B. Event Maintenance. Lessee use of the Property shall not damage the exterior or interior of any buildings on the Property. Lessee shall perform general housekeeping services before and after events in accordance with reasonable levels of cleanliness and service expected of a facility that is intended to attract members of the public.
- C. Grounds Maintenance. Lessee shall be responsible for all general grounds maintenance of the Property. This includes maintenance of all grass, gardens, trees, and other vegetation on the Property, and maintenance of any paved or otherwise improved surfaces. Lessee is familiar with and accepts the manner in which the Lessor has historically maintained the Property and agrees to maintain the Property in a similar manner. MFHS may also assist in maintaining various gardens on site in cooperation with FOFV.
 - i. Approval of Lessor. Lessee must obtain approval of the Lessor for grounds maintenance that exceeds routine grass cutting, trimming and weed control. This would include grounds maintenance, as determined by Lessor, such as major tree trimming, tree removal, invasive species eradication, ditching, and stormwater control. Lessee shall deliver to the Lessor a plan for the non-routine grounds maintenance for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of Lessee to complete grounds maintenance upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of the Property. Lessee understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.
 - ii. Meet Regularly. Lessor shall meet regularly with Lessee to discuss and help coordinate necessary grounds maintenance. These meetings are required as called, and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.

2025 Ground Lease with Friends of Old Falls Village

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

- iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.
- D. Building Maintenance. MFHS shall be responsible for all regular and routine maintenance on the buildings.
- E. Building Repair. MFHS shall also be responsible for all necessary repair to roofs, siding, foundations, doors, windows, and all interior finishes and systems (HVAC, electrical, plumbing and alarms) when required by reason of need from deterioration or damage.
 - i. Approval of Lessor. MFHS must obtain approval of the Lessor for all necessary repair of buildings. MFHS shall deliver to the Lessor a plan for the necessary building repair for the Lessor's examination and prior written approval in Lessor's proprietary capacity. While granting approval is in the discretion of Lessor, it is nevertheless the sole responsibility of MFHS to repair buildings upon the Property in full compliance with all laws, regulations, and consistent with all standards pertaining to the adequate and safe design of all such buildings. MFHS understands that Lessor's approval under this subsection does not constitute approval of a permit or other regulatory approval by the Village of Menomonee Falls in its governmental capacity; nor does it bind the Village to grant any such approvals or permits.
 - ii. Meet Regularly. Lessor shall meet regularly with MFHS to discuss and help coordinate necessary repair of buildings. These meetings are required as called, and MFHS must attend or reasonably reschedule the meetings to the satisfaction of the Lessor. Lessor will not approve plans for necessary repair of buildings unless discussed first with MFHS.

Lessor shall also meet regularly with Lessee to discuss and help coordinate Ground Maintenance on the Property. These meetings are required as called and Lessee must attend or reasonably reschedule the meetings to the satisfaction of the Lessor.
 - iii. Title of Improvements. All permanent improvements to the Property made by Lessee shall, upon termination of this Lease, become the property of the Lessor.
- F. Improvements. In 2025, Lessee shall not have authority to remodel or make alterations and additions to the condition, operations or use of the Property, as determined by Lessor.

9. Indemnification and Insurance.

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

10. Miscellaneous Provisions.

- A. Utility Service. Lessor shall maintain and provide all utility services, including electricity, sewer, and water service.
- B. Public Access. The Property is to remain open and accessible to the public when not in use by Lessee. To the extent applicable, Chapter 66 [Parks and Recreation] of the Village's Municipal Code remains applicable to the Property at all times.
- C. No Encumbrances. Lessee shall not encumber, mortgage, assign, or otherwise convey its interest in this Lease without prior written consent of the Lessor. Nothing herein contained shall make Lessee the agent of Lessor for the purpose of binding the Property for the payment of contractor's, subcontractor's, mechanic's or materialmen's liens; and any improvements or repairs made to the Property by the Lessee.
- D. Lessor's Access to Leased Premises. Nothing in this Lease shall restrict the Lessor's right to access the Property for any reasons whatsoever.
- E. Partial Invalidity. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term

2025 Ground Lease with Friends of Old Falls Village

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

- F. Remedies Cumulative. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given statutes, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- G. No Waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.
- H. Lessee shall maintain its status as a charitable, non-profit organization for the duration of this lease and shall provide proof of its status upon request by Lessor. Upon execution of this lease, Lessee fully acknowledges that Lessee's primary mission is to promote the local history of the Village of Menomonee Falls and support the vitality of Old Falls Village. If Lessee ceases to function as a charitable, non-profit organization, then all physical assets and financial assets of Lessee shall be transferred and endowed to Old Falls Village as provided by law in Wisconsin Statutes § 44.03(3).

11. Notice.

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

- A. If to the Lessor, to:
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
Attention: Village Manager
- B. If to the Lessee, to:
Friends of Old Falls Village
N96W15791 County Line Road
Menomonee Falls, WI 53051
Attention: FOFV President

12. Entire Agreement.

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

SIGNATURES

LESSOR: Village of Menomonee Falls

By: _____

Mark Fitzgerald, Village Manager

Date: _____

LESSEE: Friends of Old Falls Village

By: _____

President

Date: _____

JANUARY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1 New Year's Day	2 Troop 67 6pm	3	4
5	6	7	8 Troop 67 6pm	9 MFHS/FOFV Meeting	10	11
12	13 MFHS Board Mtg 6pm Badger Guild 11am	14	15 MFHS/FOFV Meeting with Mark F.	16	17	18
19	20 M L King Day	21	22 Troop 67 6pm	23	24	25
26	27	28	29	30	31	1

FEBRUARY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5 Troop 67 6pm	6	7	8
9	10 MFHS Board Mtg 6pm Badger Guild 11am	11	12 Troop 67 6pm	13	14	15
16	17 Presidents' Day	18	19 FOFV event planning	20	21	22 Girl Scout Cookies 9-4
23 Girl Scout Cookies 9-4	24	25	26 Troop 67 6pm	27	28	1

MARCH 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
23	24	25	26	27	28	1 Girl Scout Cookies 9-4
2 Girl Scout Cookies 9-4	3	4	5 Troop 67 6pm	6	7	8 MFHS Rental- PH Girl Scout Cookies 9-4
9 FOFV Rental – PH Girl Scout Cookies 9-4	10 MFHS Board Mtg 6pm Badger Guild 11am	11	12 Troop 67 6pm	13	14	15 Girl Scout Cookies 9-4
16 Girl Scout Cookies 9-4	17	18	19	20	21	22
23	24	25	26 Troop 67 6pm	27	28	29 Girl Scout Cookies 9-4
30 Girl Scout Cookies 9-4	31	1	2	3	4	5

APRIL 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	1	2 Troop 67 6pm	3	4	5
6	7	8	9 Troop 67 6pm	10 MFHS Volunteer Mtg 6pm	11 FOFV Rental Set up	12 FOFV Rental
13 FOFV Rental Clean-up	14 MFHS Board Mtg 6pm Badger Guild 11am	15	16	17	18 Good Friday	19
20 Easter Sunday MFHS Rental	21	22	23 Troop 67 6pm OK Storytime-PH (9:30-12:30) OK	24 MFHS Quarterly Mtg Time TBD	25 FOFV Spring Clean-up	26 FOFV Spring Clean-up
27 MFHS Band Info Day 12 noon OK FOFV Spring Clean-up OK	28	29	30	1	2	3

MAY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	1	2	3
			Rev War Set up	Rev War Set-up	Rev War Set -up	Rev War
4	5	6	7	8	9	10
Rev War	Rev War Clean-up	Rev War Clean-up	Troop 67 6pm Storytime (9:30-12:30)	Maifest Set-up	Maifest Set-up	Maifest
11	12	13	14	15	16	17
Maifest	MFHS Board Mtg 6pm Badger Guild 11am Maifest Clean-up	Maifest Clean-up	Troop 67 6pm		Depot Beer Garden 2pm	Depot Beer Garden 2pm
18	19	20	21	22	23	24
MFHS Rental				MFHS Library Event	Depot Beer Garden 2pm	Depot Beer Garden 2pm
25	26	27	28	29	30	31
MFHS Museum Hours 12-4	Memorial Day		Troop 67 6pm		FOFV Set up	FOFV event

JUNE 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 FOFV event	2 FOFV Clean-up	3 FOFV Clean-up	4 Troop 67 6pm	5	6 Depot Beer Garden 2pm	7 Depot Beer Garden 2pm
8 Depot Beer Garden Rain date/ Clean up	9 MFHS Board Mtg 6pm Badger Guild 11am	10	11 Troop 67 6pm WWII Set- up	12 WWII Set- up	13 WWII Set- up	14 WWII
15 WWII	16 WWII Clean up	17 WWII Clean- up	18	19	20 Depot Beer Garden 2pm	21 Depot Beer Garden 2pm
22 FOFV Rental	23	24	25 Troop 67 6pm Storytime (9:30-12:30)	26	27 Depot Beer Garden 2pm	28 Depot Beer Garden 2pm
29 MFHS Museum Hours 12-4 MFHS Rental	30	1	2	3	4	5

JULY 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	1	2 Troop 67 6pm	3	4 Independence Day	5 Depot Beer Garden 2pm
6 MFHS event	7	8 FOFV Rental -PH	9 Troop 67 6pm	10	11 FOFV Set-up	12 FOFV event
13 FOFV event	14 MFHS Board Mtg 6pm Badger Guild 11am FOFV Clean-up	15 FOFV Clean-up	16	17 Civil war Set up	18 Civil War Depot Beer Garden	19 Civil War Depot Beer Garden
20 Civil War Depot Beer Garden MFHS Museum Hours	21 Civil War Clean up	22 FOFV/BSA event	23 Troop 67 6pm FOFV/BSA event	24 FOFV Roaring 20's Set-up	25 FOFV Roaring 20's Set-up	26 FOFV Roaring 20's
27 FOFV Roaring 20's	28 FOFV Clean-up	29 FOFV Clean-up	30	31	1	2

AUGUST 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30 FOFV Vietnam Set-up	31 FOFV Vietnam Set-up	1 FOFV Vietnam Set-up	2 FOFV Vietnam
3 FOFV Vietnam	4 FOFV Vietnam Clean-up	5 FOFV Vietnam Clean-up	6 Troop 67 6pm	7 MFHS Set-up	8 Depot Beer Garden 2pm	9 Depot Beer Garden 2pm MFHS Rental
10 Depot Beer Garden Rain date	11 MFHS Board Mtg 6pm Badger Guild 11am	12	13 Troop 67 6pm	14 FOFV Rental- PH	15 Depot Beer Garden 2pm	16 Depot Beer Garden 2pm
17 Depot Beer Garden Rain date	18	19	20	21 MFHS Set-up	22 Depot Beer Garden 2pm	23 Depot Beer Garden 2pm
24 Depot Beer Garden Rain date	25	26	27 Troop 67 6pm	28 MFHS Set-up	29 Depot Beer Garden 2pm	30 Depot Beer Garden/ MFHSO Concert
31 MFHS Museum Hours 12-4	1	2	3	4	5	6

SEPTEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1 Labor Day	2	3 Troop 67 6pm FOFV RenFaire Set- up	4 FOFV RenFaire Set- up	5 FOFV RenFaire Set-up	6 FOFV RenFaire
7 FOFV RenFaire	8 FOFV RenFaire Set- up	9 FOFV RenFaire Set- up	10 Troop 67 6pm FOFV RenFaire Set- up	11 FOFV RenFaire Set- up	12 FOFV RenFaire Set- up	13 FOFV RenFaire
14 FOFV RenFaire	15 MFHS Board Mtg 6pm Badger Guild 11am FOFV RenFaire Clean-up	16 FOFV RenFaire Clean- up	17	18 MFHS Set-up	19 Car Show Set up Depot Beer Garden	20 Classic Car Show Depot Beer Garden
21 Classic Car Show Clean up	22 In Touch with History Set-up	23 In Touch with History	24 In Touch with History Troop 67 6pm	25 In Touch with History	26 Oktoberfest Depot Beer Garden	27 Oktoberfest Depot Beer Garden 2pm
28 MFHS Museum Hours 12-4 Summer Picnic	29	30	1	2	3	4

OCTOBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1 Troop 67 FOFV/WWI Set-up	2 FOFV/WWI Set-up	3 FOFV/WWI Set-up	4 FOFV/WWI Set-up
5 FOFV/WWI Set-up	6 FOFV/WWI Clean-up	7 FOFV/WWI Clean-up	8 Troop 67 FOFV/Oktober fest Set-up	9 FOFV/Oktober fest Set-up	10 FOFV/Oktober fest Set-up	11 FOFV/Oktober fest
12 FOFV/Oktober fest	13 MFHS Board Mtg 6pm Badger Guild 11am FOFV/Oktoberfest Clean-up	14 MFHS Halloween Set up FOFV/Oktoberfest Clean-up	15 MFHS Halloween Set up	16 MFHS Halloween Set up	17 MFHS Halloween Event	18 MFHS Halloween Event
19 MFHS Halloween Event	20 MFHS Halloween Clean up	21 FOFV/Hallowe en Set-up	22 Troop 67 FOFV/Hallowe en Set-up	23 FOFV Halloween	24 FOFV Halloween	25 FOFV Halloween
26 FOFV Halloween	27 FOFV Halloween	28 FOFV Halloween	29 FOFV Halloween	30 FOFV Halloween	31 FOFV Halloween	1

NOVEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 FOFV/BSA Event FOFV Halloween
2 FOFV Halloween	3 FOFV Halloween	4 FOFV Halloween	5 Troop 67 6pm	6	7	8 FOFV Rental PH
9 MFHS Quarterly Mtg Time TBD	10 MFHS Board Mtg 6pm Badger Guild 11 am	11 Veterans Day	12 Troop 67 6pm	13	14	15
16	17	18	19	20	21	22
23	24	25	26 Troop 67 6pm	27 Thanksgiving Day	28	29
30	1	2	3	4	5	6

DECEMBER 2025						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2 Silver Tea Set up	3 Troop 67 6pm Silver Tea Set up	4 Silver Tea Set up	5 Silver Tea Set up	6 Silver Tea Set up
7 Silver Tea	8 MFHS Board Mtg 6pm Badger Guild 11am	9	10 Troop 67 6pm M-D Open House	11	12 M-D Open House	13 FOFV Rental-PH
14 M-D Open House	15	16	17	18 M-D Open House	19	20
21 M-D Open House FOFV Rental-PH	22	23	24 MFHS Rental	25 Christmas MFHS Rental	26	27 M-D Open House
28	29	30	31	1	2	3



Village Board - Regular

8. a.

Meeting Date: 04/07/2025
Topic: Award of the Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place No. 72098
From: Tom Hoffman, Director of Engineering & Development
Department: Engineering Services
Date of Committee 04/07/2025
Action (if required):
Date of Village Board 04/07/2025
Action (if required):

Information

Subject:

Consideration of the Award of Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place, Project No. 72098.

Background Information:

This project consists of the construction of a new 8-inch water main to replace the existing 6" water main and appurtenances in MacArthur Drive from Village Hall Property to Patricia Place. The existing 6" water main will be replaced with an 8" water main due to the age and material of the water main. The existing water main is sandcast and has reached the end of the useful service life.

The Sanitary Laterals will be replaced in the ROW only as part of this project which will reduce the infiltration into the Village's sanitary sewer system.

Key Issues for Consideration:

Bids for the MacArthur Drive Water Main Relay project were opened on Wednesday March 26, 2025 with six (6) contractors submitting bids. A copy of the bid tabulation is attached for your reference. The low bid was submitted by UPI, LLC in the Total Base Bid amount of \$1,324,942.00. The money budgeted in the 2025 Capital Budget was \$1,881,000.

Action By Committee or Village Board:

Village Staff recommends that the Village Board Award the Contract for the MacArthur Drive Water Main Relay Project from Village Hall Property to Patricia Place, Project No. 72098 to UPI, LLC in the amount of \$1,324,942.00.

Attachments

PROJECT NO. 72098

MACARTHUR DRIVE WATER MAIN RELAY AND SANITARY LATERAL REPLACEMENT - VILLAGE PROPERTY TO SCHLAFER DRIVE

BIDS ACCEPTED UNTIL: March 26, 2024 @ 11:00 a.m.

BID OPENING : March 26, 2024 @ 11:05 a.m.

MENOMONEE FALLS VILLAGE HALL - CONFERENCE ROOM 3338

BID BOND	5%	5%	5%	5%	5%	5%
TOTAL BASE BID	\$1,324,942.00	\$1,373,360.00	\$1,468,580.00	\$1,482,218.00	\$1,588,114.00	\$1,609,720.00

ITEM	DESCRIPTION	UNIT	QUANTITY												
A	WATER MAIN														
1	8" PVC Water Main with Granular Backfill	LF	3,800	\$126.00	\$478,800.00	\$141.00	\$535,800.00	\$132.00	\$501,600.00	\$135.00	\$513,000.00	\$146.50	\$556,700.00	\$165.00	\$627,000.00
2	6" PVC Water Main with Granular Backfill	LF	238	\$119.00	\$28,322.00	\$135.00	\$32,130.00	\$152.00	\$36,176.00	\$134.00	\$31,892.00	\$145.00	\$34,510.00	\$185.00	\$44,030.00
3	4" PVC Water Service Lateral with Granular Backfill	LF	27	\$133.00	\$3,591.00	\$140.00	\$3,780.00	\$122.00	\$3,294.00	\$133.00	\$3,591.00	\$177.00	\$4,779.00	\$110.00	\$2,970.00
4	8" Gate Valve with Valve Box	EA	11	\$2,820.00	\$31,020.00	\$3,000.00	\$33,000.00	\$2,750.00	\$30,250.00	\$3,000.00	\$33,000.00	\$2,969.00	\$32,659.00	\$3,250.00	\$35,750.00
5	6" Gate Valve with Valve Box	EA	13	\$2,065.00	\$26,845.00	\$2,500.00	\$32,500.00	\$2,000.00	\$26,000.00	\$2,200.00	\$28,600.00	\$2,029.00	\$26,377.00	\$2,300.00	\$29,900.00
6	4" Gate Valve with Valve Box	EA	2	\$1,755.00	\$3,510.00	\$1,800.00	\$3,600.00	\$1,600.00	\$3,200.00	\$1,850.00	\$3,700.00	\$2,013.00	\$4,026.00	\$3,100.00	\$6,200.00
7	Hydrant	EA	12	\$6,725.00	\$80,700.00	\$5,750.00	\$69,000.00	\$5,125.00	\$61,500.00	\$6,500.00	\$78,000.00	\$6,300.00	\$75,600.00	\$6,500.00	\$78,000.00
8	6" Hydrant Extension	EA	2	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,590.00	\$3,180.00	\$1,175.00	\$2,350.00
9	12" Hydrant Extension	EA	1	\$1,455.00	\$1,455.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,927.00	\$1,927.00	\$1,350.00	\$1,350.00
10	1½" Polyethylene Water Service Lateral with Granular Backfill (Includes Connections to Exist. Water Services)	LF	1300	\$78.00	\$101,400.00	\$75.00	\$97,500.00	\$135.00	\$175,500.00	\$161.00	\$209,300.00	\$95.50	\$124,150.00	\$130.00	\$169,000.00
11	2" Polyethylene Water Service Lateral with Granular Backfill (Includes Connection to Exist. Water Service)	LF	42	\$97.00	\$4,074.00	\$85.00	\$3,570.00	\$113.00	\$4,746.00	\$210.00	\$8,820.00	\$119.50	\$5,019.00	\$140.00	\$5,880.00
12	Curb Stop (1¼" Valve Size) and Box	EA	39	\$1,835.00	\$71,565.00	\$1,000.00	\$39,000.00	\$625.00	\$24,375.00	\$700.00	\$27,300.00	\$2,030.00	\$79,170.00	\$800.00	\$31,200.00
13	Curb Stop (2" Valve Size) and Box	EA	1	\$3,100.00	\$3,100.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$2,466.00	\$2,466.00	\$1,320.00	\$1,320.00
14	Abandon Existing Valve Box	EA	21	\$265.00	\$5,565.00	\$225.00	\$4,725.00	\$843.00	\$17,703.00	\$150.00	\$3,150.00	\$560.00	\$11,760.00	\$350.00	\$7,350.00
15	Remove and Salvage Existing Hydrant	EA	11	\$640.00	\$7,040.00	\$600.00	\$6,600.00	\$1,113.00	\$12,243.00	\$250.00	\$2,750.00	\$1,265.00	\$13,915.00	\$500.00	\$5,500.00
16	Connection to Exist. Water Main (6"-8")	EA	6	\$5,715.00	\$34,290.00	\$5,500.00	\$33,000.00	\$4,543.00	\$27,258.00	\$11,000.00	\$66,000.00	\$4,085.00	\$24,510.00	\$4,000.00	\$24,000.00
17	Connection to Exist. 4" PVC Water Service Lateral	EA	1	\$3,770.00	\$3,770.00	\$5,000.00	\$5,000.00	\$4,442.00	\$4,442.00	\$10,995.00	\$10,995.00	\$3,014.00	\$3,014.00	\$2,600.00	\$2,600.00
WATER MAIN SUB-TOTAL					\$887,647.00		\$903,905.00		\$932,687.00		\$1,025,098.00		\$1,003,762.00		\$1,074,400.00

B	SANITARY SEWER														
18	6" Sanitary Sewer Lateral Replacement with Granular Backfill	LF	1220	\$174.00	\$212,280.00	\$215.00	\$262,300.00	\$223.00	\$272,060.00	\$196.00	\$239,120.00	\$204.30	\$249,246.00	\$225.00	\$274,500.00
19	Cut-in Wye Connection to Exist. Sanitary Sewer	EA	7	\$725.00	\$5,075.00	\$1,000.00	\$7,000.00	\$4,031.00	\$28,217.00	\$1,000.00	\$7,000.00	\$2,938.00	\$20,566.00	\$3,100.00	\$21,700.00
20	Bulkhead Exist. Sanitary Lateral at Manhole	EA	7	\$350.00	\$2,450.00	\$225.00	\$1,575.00	\$638.00	\$4,466.00	\$500.00	\$3,500.00	\$1,099.00	\$7,693.00	\$600.00	\$4,200.00
SANITARY SEWER SUB-TOTAL					\$219,805.00		\$270,875.00		\$304,743.00		\$249,620.00		\$277,505.00		\$300,400.00

C	RESTORATION/MISCELLANEOUS														
21	4.5-Inch Thickness of Asphalt Pavement Trench Restoration (2 Lifts)	SY	3,500	\$42.00	\$147,000.00	\$40.00	\$140,000.00	\$41.00	\$143,500.00	\$42.00	\$147,000.00	\$39.90	\$139,650.00	\$42.00	\$147,000.00
22	24-Inch Concrete Curb & Gutter Removal & Replacement)Non-reinforced)	LF	550	\$43.00	\$23,650.00	\$40.00	\$22,000.00	\$50.00	\$27,500.00	\$43.00	\$23,650.00	\$66.00	\$36,300.00	\$52.00	\$28,600.00
23	4-Inch Concrete Sidewalk Removal & Replacement	SF	2450	\$11.00	\$26,950.00	\$8.00	\$19,600.00	\$13.00	\$31,850.00	\$9.00	\$22,050.00	\$11.50	\$28,175.00	\$14.00	\$34,300.00
24	6-Inch Concrete Driveway Approach and Sidewalk Removal & Replacement	SF	600	\$12.90	\$7,740.00	\$9.00	\$5,400.00	\$15.00	\$9,000.00	\$11.00	\$6,600.00	\$12.50	\$7,500.00	\$16.00	\$9,600.00
25	Grass Restoration with 4" Topsoil, Seed, Fertilizer & Mulch	SY	800	\$8.90	\$7,120.00	\$9.00	\$7,200.00	\$10.00	\$8,000.00	\$8.00	\$6,400.00	\$7.94	\$6,352.00	\$9.00	\$7,200.00
26	Grass Restoration - Watering & Maintenance	LS	1	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
27	Inlet Protection - Type C	EA	16	\$55.00	\$880.00	\$55.00	\$880.00	\$50.00	\$800.00	\$50.00	\$800.00	\$70.00	\$1,120.00	\$45.00	\$720.00
28	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$500.00	\$500.00	\$86,750.00	\$86,750.00	\$6,000.00	\$6,000.00
RESTORATION/MISCELLANEOUS SUB-TOTAL					\$217,490.00		\$198,580.00		\$231,150.00		\$207,500.00		\$306,847.00		\$234,920.00

TOTAL BASE BID	\$1,324,942.00	\$1,373,360.00	\$1,468,580.00	\$1,482,218.00	\$1,588,114.00	\$1,609,720.00
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Village Board - Regular

8. b.

Meeting Date: 04/07/2025

Topic: Award of Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258.

From: Tom Hoffman, Director of Engineering & Development

Department: Engineering Services

Date of Committee 04/07/2025

Action (if required):

Date of Village Board 04/07/2025

Action (if required):

Information

Subject:

Consideration of the Award of Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258.

Background Information:

This project consists of the construction of a new 8-inch water main to replace the existing 6" water main and appurtenances in Elmwood Drive from Shady Lane to Hoyt Drive. The existing 6" water main will be replaced with an 8" water main due to the age and material of the water main. The existing water main is sandcast and has reached the end of the useful service life. This section of water main has had 6 breaks over the last 5 years.

This project also includes the installation of 12 inch storm sewer along Town Hall Road as part of the Village's on-going program to install storm sewer that addresses areas of existing roadways that do not drain properly, need some sort of storm sewer solution or to alleviate sump pump icing issues. Sump Pumps along Town Hall Road in this area ice off the sidewalk, driveways and roadway during the winter months.

Key Issues for Consideration:

Bids for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project were opened on Wednesday April 2nd, 2025 with three (3) contractors submitting bids. A copy of the bid tabulation is attached for your reference. The low bid was submitted by Mid-City Corporation in the Total Base Bid amount of \$404,427.50. The Engineer's Estimate was \$531,000.

Action By Committee or Village Board:

Village Staff recommends that the Village Board Award the Contract for the Elmwood Drive Water Main Relay & Town Hall Road Storm Sewer Project No. 72099 & 41258 to Mid-City Corporation in the amount of \$404,427.50.

Attachments

Elmwood Bid Tab

Project 72098 & Project 41258				Bidder #1		Bidder #2		Bidder #3	
Elmwood Drive Water Main Relay and Town Hall Road Storm Sewer				Mid City Corp 12930 W Custer Ave Butler WI 53007		UPI,LLC 2180 S Springdale Road New Berlin WI 53146		MJ Construction 6000 N. 91st Street Milwaukee WI 53225	
BIDS ACCEPTED: Wednesday April 2nd, 2025 @ 11:00 am									
BID OPENING : April 2nd, 2025 @ 11:10 am									
ENGINEERING AND DEVELOPMENT CONFERENCE ROOM									
BID BOND				5%		5%		5%	
Total BASE BID				\$404,427.50		\$449,405.30		\$540,678.00	
ITEM	DESCRIPTION	Unit	Estimated Quantity	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
I. Elmwood Drive Water									
1	8" C-900 PVC Water Main w/ T.B. Backfill	LF	764	\$140.00	\$106,960.00	\$143.00	\$109,252.00	\$150.00	\$114,600.00
2	6" C-900 PVC Water Main w/ T.B Backfill	LF	27	\$140.00	\$3,780.00	\$151.00	\$4,077.00	\$155.00	\$4,185.00
3	8" Gate Valve with Valve Box	EA	2	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
4	6" Gate Valve with Valve Box	EA	3	\$2,250.00	\$6,750.00	\$2,200.00	\$6,600.00	\$2,000.00	\$6,000.00
5	Hydrant	EA	3	\$5,850.00	\$17,550.00	\$7,240.00	\$21,720.00	\$10,000.00	\$30,000.00
6	1-1/4" Polyethylene Water Service Later w/ Granular Backfill	LF	634	\$25.00	\$15,850.00	\$105.00	\$66,570.00	\$135.00	\$85,590.00
7	Curb Stop and Box	EA	17	\$2,500.00	\$42,500.00	\$2,145.00	\$36,465.00	\$1,000.00	\$17,000.00
8	Abandon Existing Valve	EA	5	\$300.00	\$1,500.00	\$315.00	\$1,575.00	\$250.00	\$1,250.00
9	Remove and Salvage Existing Hydrant	EA	3	\$500.00	\$1,500.00	\$740.00	\$2,220.00	\$250.00	\$750.00
10	Connection to Existing 6" Water Main	EA	2	\$5,000.00	\$10,000.00	\$5,880.00	\$11,760.00	\$10,500.00	\$21,000.00
Elmwood Drive Water SUB-TOTAL					\$212,390.00		\$266,239.00		\$286,375.00
II. Elmwood Drive Restoration									
11	5" Thickness of Asphalt Pavement Trench Restoration	SY	625	\$48.00	\$30,000.00	\$50.00	\$31,250.00	\$65.00	\$40,625.00
12	24" Non Reinforced Concrete Curb and Gutter	LF	101	\$30.00	\$3,030.00	\$31.00	\$3,131.00	\$55.00	\$5,555.00
13	3" Asphalt Driveway Removal and Replacement w/ T.B. Base Course	SF	110	\$7.50	\$825.00	\$8.30	\$913.00	\$12.00	\$1,320.00
14	6" Concrete Driveway Removal and Replacement w/ T.B. Base Course	SF	410	\$13.00	\$5,330.00	\$14.00	\$5,740.00	\$15.00	\$6,150.00
15	Asphalt Saw Cutting	LF	2250	\$1.00	\$2,250.00	\$1.00	\$2,250.00	\$1.00	\$2,250.00
16	Concrete Saw Cutting	LF	259	\$2.00	\$518.00	\$2.00	\$518.00	\$2.00	\$518.00
17	Grass Restoration with 4" Topsoil, Seed, Fertilizer & Mulch	SY	225	\$13.50	\$3,037.50	\$14.30	\$3,217.50	\$10.00	\$2,250.00
18	Grass Restoration- Watering	LS	1	\$1,000.00	\$1,000.00	\$1,030.00	\$1,030.00	\$500.00	\$500.00
Elmwood Drive Restoration SUB-TOTAL					\$45,990.50		\$48,049.50		\$59,168.00
III. Elmwood Drive Miscellaneous									
19	Remove and Re-install Private Fence	LS	1	\$250.00	\$250.00	\$1,570.00	\$1,570.00	\$10,500.00	\$10,500.00
20	Inlet Protection - Type C	EA	2	\$100.00	\$200.00	\$85.00	\$170.00	\$50.00	\$100.00
21	Remove Erosion Control	LS	1	\$50.00	\$50.00	\$103.00	\$103.00	\$250.00	\$250.00
22	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00
Elmwood Drive Miscellaneous SUB-TOTAL					\$1,500.00		\$2,943.00		\$11,350.00
IV. Town Hall Road Storm Sewer									
23	12" RCP Class V Storm Sewer with Granular Backfill	LF	263	\$160.00	\$42,080.00	\$114.00	\$29,982.00	\$185.00	\$48,655.00
24	2x3' Precast Catch Basin	EA	5	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$3,000.00	\$15,000.00
25	48" Precast Reinforced Concrete Storm Manhole	EA	2	\$3,500.00	\$7,000.00	\$2,400.00	\$4,800.00	\$2,800.00	\$5,600.00
26	Curb Inlet Frame, Curb Box & Type C Grate - Neenah R-3246	EA	5	\$1,150.00	\$5,750.00	\$1,300.00	\$6,500.00	\$1,250.00	\$6,250.00
27	Storm Manhole Frame and Lid - Neenah R- 1661 with R- 1660- A Lid	EA	2	\$900.00	\$1,800.00	\$1,075.00	\$2,150.00	\$950.00	\$1,900.00
28	Concrete Collar	EA	1	\$500.00	\$500.00	\$335.00	\$335.00	\$1,500.00	\$1,500.00
29	6" HDPE Storm Sewer with Granular Backfill	LF	39	\$80.00	\$3,120.00	\$86.00	\$3,354.00	\$125.00	\$4,875.00
30	12" HDPE Storm Sewer with Granular Backfill	LF	170	\$140.00	\$23,800.00	\$116.00	\$19,720.00	\$145.00	\$24,650.00
31	12" Nyloplast Storm Sewer Structure with Solid Cover Assembly	EA	1	\$1,250.00	\$1,250.00	\$2,200.00	\$2,200.00	\$2,900.00	\$2,900.00
32	12" Nyloplast Storm Sewer Structure with Drop in Grate	EA	2	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00
33	24" Nyloplast Storm Sewer Structure with Solid Cover Assembly- Type B	EA	2	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$3,200.00	\$6,400.00
34	Connect Sump Pump Drain to Inlet / Manhole	EA	2	\$500.00	\$1,000.00	\$395.00	\$790.00	\$500.00	\$1,000.00
35	Connect to Existing Inlet	EA	2	\$1,150.00	\$2,300.00	\$130.00	\$260.00	\$750.00	\$1,500.00
Town Hall Road Storm Sewer SUB-TOTAL					\$105,600.00		\$91,491.00		\$126,230.00
V. Town Hall Road Restoration									
36	5" Thickness of Asphalt Pavement Trench Restoration	SY	300	\$48.00	\$14,400.00	\$50.00	\$15,000.00	\$85.00	\$25,500.00
37	24" Non- Reinforced Concrete Curb and Gutter	LF	200	\$30.00	\$6,000.00	\$31.00	\$6,200.00	\$55.00	\$11,000.00
38	3" Asphalt Driveway Removal and Replacement w/ T.B Base Course	SF	150	\$7.50	\$1,125.00	\$8.90	\$1,335.00	\$15.00	\$2,250.00
39	4" Concrete Sidewalk Removal and Replacement w/ T.B Base Course	SF	852	\$11.00	\$9,372.00	\$11.40	\$9,712.80	\$15.00	\$12,780.00
40	6" Concrete Driveway Removal and Replacement w/ T.B Base Course	SF	75	\$13.00	\$975.00	\$14.00	\$1,050.00	\$16.00	\$1,200.00
41	Asphalt Saw Cutting	LF	1027	\$1.00	\$1,027.00	\$1.00	\$1,027.00	\$1.00	\$1,027.00
42	Concrete Saw Cutting	LF	49	\$2.00	\$98.00	\$2.00	\$98.00	\$2.00	\$98.00
43	Grass Restoration with 4" Topsoil, Seed, Fertilizer & Mulch	SY	200	\$13.50	\$2,700.00	\$14.30	\$2,860.00	\$10.00	\$2,000.00
44	Grass Restoration - Watering	LS	1	\$800.00	\$800.00	\$825.00	\$825.00	\$500.00	\$500.00
Town Hall Road Restoration SUB-TOTAL					\$36,497.00		\$38,107.80		\$56,355.00
VI. Town Hall Road Miscellaneous									
45	Inlet Protection - Type C	EA	9	\$100.00	\$900.00	\$85.00	\$765.00	\$50.00	\$450.00
46	Remove Erosion Control	LS	1	\$50.00	\$50.00	\$310.00	\$310.00	\$250.00	\$250.00
47	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
Town Hall Road Miscellaneous SUB-TOTAL					\$2,450.00		\$2,575.00		\$1,200.00



Village Board - Regular

8. c.

Meeting Date: 04/07/2025
Topic: Award of Contract for 2025 Curb, Gutter and Sidewalk Construction
Project No. 41256 & 41257
From: Tom Hoffman, Director of Engineering & Development
Department: Engineering Services
Date of Committee 04/07/2025
Action (if required):
Date of Village Board 04/07/2025
Action (if required):

Information

Subject:

Consideration of the Award of Contract for 2025 Curb, Gutter and Sidewalk Construction, Project No. 41256 & 41257.

Background Information:

This project consists of adjusting or reconstructing existing catch basins along with the replacement of defective curb & gutter and sidewalks at various locations in the Village. This is an ongoing program that repairs catch basins and replaces defective, deteriorated and sunken curb and gutter and sidewalk.

Key Issues for Consideration:

Bids for the 2025 Sidewalk and Curb & Gutter Programs were opened on Wednesday April 2, 2025 with three contractors submitting bids. A copy of the bid tabulation is attached to this memo.

The Engineering Department has reviewed the submitted bids and the low Total Base Bid was submitted by State Contractors in the amount of \$152,192.25. The engineering estimate for the project is \$250,000.

Action By Committee or Village Board:

Village staff recommends that the Village Board award the Contract for 2025 Curb, Gutter and Sidewalk Construction, Project No. 41256 & 41257 to State Contractors in the amount of \$152,192.25.

Attachments

Curb and Gutter bid Tab

PROJECT NO. 41256 & 41257 2025 Curb, Gutter & Sidewalk Construction BIDS ACCEPTED UNTIL: Wednesday, April 2nd, 2025 @9:00 am BID OPENING : April 2nd 2025 @ 9:10am ENGINEERING AND DEVELOPMENT CONFERENCE ROOM				Bidder #1		Bidder #2		Bidder #3	
				State Contractors N91W13906 Warren Street Menomonee Falls, WI 53051		Parking Lot Maintenance W225N3178 Duplainville Rd Pewaukee WI 53072		Stark Pavement 12845 W Burleigh Road Brookfield WI 53005	
BID BOND				5%		5%		5%	
Total BASE BID				\$152,192.25		\$249,532.00		\$334,288.00	
ITEM	DESCRIPTION	Unit	Estimated Quantity	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
A	CONCRETE CONSTRUCTION – WATERMAIN BREAKS #720-001-0673-0000								
1	Remove and/or Replace 24-inch Vertical Face Concrete Curb & Gutter (Contingent Bid item)	L.F.	50	\$66.00	\$3,300.00	\$82.00	\$4,100.00	\$140.00	\$7,000.00
2	Remove and/or Replace 30-inch Mountable Concrete Curb & Gutter (Contingent Bid item)	L.F.	50	\$67.00	\$3,350.00	\$87.00	\$4,350.00	\$135.00	\$6,750.00
3	Remove and Dispose Asphalt Curb, Driveway Approach and a portion of an Asphalt Driveway (Contingent Bid item)	S.F.	50	\$12.00	\$600.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
4	Remove and/or Replace 4-inch thick Concrete Residential Driveway Slab (Contingent Bid item)	S.F.	50	\$11.00	\$550.00	\$53.00	\$2,650.00	\$30.00	\$1,500.00
5	Remove and Replace 5-inch thick Concrete Sidewalk (Contingent Bid item)	S.F.	50	\$11.00	\$550.00	\$55.00	\$2,750.00	\$35.00	\$1,750.00
6	Remove and/or Replace 6-inch thick Residential Concrete Driveway Approach (Contingent Bid item)	S.F.	50	\$12.00	\$600.00	\$60.00	\$3,000.00	\$40.00	\$2,000.00
7	Remove & replace 8" concrete sidewalk reinforced with No.10, 6"x6" wire mesh, grub out to 12" depth, place & compact 4" of 3/4" crushed limestone base.	S.F.	50	\$15.00	\$750.00	\$84.00	\$4,200.00	\$60.00	\$3,000.00
8	Additional Sawcutting – Asphalt and/or Concrete (full depth) as Directed (Contingent Bid item)	L.F.	25	\$3.00	\$75.00	\$12.00	\$300.00	\$30.00	\$750.00
9	Remove & Restore Additional Asphalt Pavement Restoration as Directed 5-inch Depth (Contingent Bid item)	S.F.	100	\$12.00	\$1,200.00	\$31.00	\$3,100.00	\$40.00	\$4,000.00
CONCRETE CONSTRUCTION – WATERMAIN BREAKS #720-001-0673-0000 SUB-TOTAL					\$10,975.00		\$25,700.00		\$28,500.00
B	CURB & GUTTER REMOVE & REPLACE (PROJECT NO. 41257)								
10	Remove and/or Replace 24-inch Vertical Face Concrete Curb & Gutter	L.F.	839	\$52.00	\$43,628.00	\$63.00	\$52,857.00	\$60.00	\$50,340.00
11	Additional Sawcutting – Asphalt and/or Concrete (full depth) as Directed	L.F.	100	\$3.00	\$300.00	\$5.00	\$500.00	\$10.00	\$1,000.00
12	Storm Sewer Catch Basins – Adjustment	EA	6	\$600.00	\$3,600.00	\$1,680.00	\$10,080.00	\$6,000.00	\$36,000.00
13	Remove & Replace Existing 6-inch thick Residential Concrete Driveway Apron (Contingent Bid Item)	S.F.	195	\$12.00	\$2,340.00	\$39.00	\$7,605.00	\$25.00	\$4,875.00
14	Remove Asphalt Driveway Approach and Install New 6-inch thick Residential Concrete Driveway Apron (Contingent Bid item)	S.F.	100	\$12.00	\$1,200.00	\$39.00	\$3,900.00	\$25.00	\$2,500.00
15	Remove & Replace Concrete Pavement, 10- inch thick (Doweled) Base Patching - Including Tie Bars & Wire Basekets - with Polypropylene Fiber Mesh (short WHISKER'S) (7 - Day Cure Time)	S.Y.	100	\$130.00	\$13,000.00	\$171.00	\$17,100.00	\$240.00	\$24,000.00
16	Remove & Restore Asphalt Driveway Approach as Directed (Contingent Bid item)	S.F.	100	\$12.00	\$1,200.00	\$31.00	\$3,100.00	\$35.00	\$3,500.00
17	Remove & replace 5" asphalt pavement (beyond 24" from concrete work) (Contingent Bid item)	S.F.	100	\$12.00	\$1,200.00	\$31.00	\$3,100.00	\$45.00	\$4,500.00
CURB & GUTTER REMOVE & REPLACE (PROJECT NO. 41257) SUB-TOTAL					\$66,468.00		\$98,242.00		\$126,715.00
C	CONCRETE SIDEWALK CONSTRUCTION (PROJECT NO. 41256)								
18	Remove & replace 4" concrete sidewalk, grub out to 10" depth, place & compact 4" of 3/4" crushed limestone base.	S.F.	1607	\$13.00	\$20,891.00	\$17.00	\$27,319.00	\$22.00	\$35,354.00
19	Remove & replace 5" concrete sidewalk, grub out to 10" depth, place & compact 4" of 3/4" crushed limestone base	S.F.	1310	\$13.50	\$17,685.00	\$20.00	\$26,200.00	\$25.00	\$32,750.00
20	Remove & replace 6" concrete sidewalk, grub out to 10" depth, place & compact 4" of 3/4" crushed limestone base.	S.F.	953	\$14.00	\$13,342.00	\$22.00	\$20,966.00	\$28.00	\$26,684.00

21	Remove & replace 6" concrete driveway approach, grub out to 10" depth, place & compact 4" of 3/4" crushed limestone base.	S.F.	65	\$14.25	\$926.25	\$22.00	\$1,430.00	\$50.00	\$3,250.00
22	Remove & replace 8" concrete sidewalk reinforced with No.10, 6"x6" wire mesh, grub out to 12" depth, place & compact 4" of 3/4" crushed limestone base.	S.F.	386	\$15.00	\$5,790.00	\$25.00	\$9,650.00	\$50.00	\$19,300.00
23	Remove & replace 8" concrete driveway approach reinforced with No. 10 6"x6" wire mesh, grub out to 12" depth, place & compact 4" of 3/4" crushed limestone base. (Contingent Bid Item)	S.F.	54	\$15.00	\$810.00	\$25.00	\$1,350.00	\$65.00	\$3,510.00
24	Remove & replace 24" Vertical concrete curb & gutter, grub out to place and compact 4" of 3/4" crushed limestone base. (Contingent Bid Item)	L.F.	50	\$62.00	\$3,100.00	\$79.00	\$3,950.00	\$180.00	\$9,000.00
25	Remove & replace 30" Vertical reinforced concrete curb & gutter with no. 5 epoxy coated re-bar, grub out to place and compact 4" of 3/4" crushed limestone base. (Contingent Bid Item)	L.F.	50	\$65.00	\$3,250.00	\$87.00	\$4,350.00	\$190.00	\$9,500.00
26	Remove & Replace 5" concrete curb ramp	S.F.	165	\$12.00	\$1,980.00	\$55.00	\$9,075.00	\$20.00	\$3,300.00
27	Materials & Installation of cast iron detectable warming plate with natural patina	S.F.	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$60.00	\$1,800.00
28	Remove & replace 5" asphalt pavement (beyond 24" from concrete work) (Contingent Bid Item)	S.F.	100	\$12.00	\$1,200.00	\$31.00	\$3,100.00	\$45.00	\$4,500.00
CONCRETE SIDEWALK CONSTRUCTION (PROJECT NO. 41256) SUB-TOTAL					\$70,474.25		\$108,890.00		\$148,948.00
D	MISCELLANEOUS (CONCRETE SIDEWALK) (PROJECT #41256)								
29	Approved additional wet saw cutting	L.F.	100	\$3.00	\$300.00	\$7.00	\$700.00	\$9.00	\$900.00
30	Repair/replace broken drain tiles/sump pump lines, including all connections and lawn restoration	L.F.	25	\$25.00	\$625.00	\$72.00	\$1,800.00	\$125.00	\$3,125.00
31	Cleanly cut tree roots visible underneath removed concrete	E.A	20	\$25.00	\$500.00	\$40.00	\$800.00	\$80.00	\$1,600.00
32	Restore 4" of compacted screened top soil, seed, mulch (or equivalent) approved beyond 12" away from concrete work in this project.	S.F.	100	\$8.50	\$850.00	\$14.00	\$1,400.00	\$45.00	\$4,500.00
33	Restore 4" of compacted screened top soil, seed, mulch (or equivalent) to all disturbed areas within 12" of new concrete work in this project.	L.S	1	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
MISCELLANEOUS (CONCRETE SIDEWALK) (PROJECT #41256) SUB-TOTAL					\$4,275.00		\$16,700.00		\$30,125.00
TOTAL BASE BID					\$152,192.25		\$249,532.00		\$334,288.00