VILLAGE OF MENOMONEE FALLS
NOTICE OF PUBLIC MEETING

www.menomonee-falls.org

GENERAL GOVERNMENT COMMITTEE
Menomonee Falls Village Hall, Room 2245
W156N8480 Pilgrim Road, Menomonee Falls, WI
Monday, July 20, 2026 5:30 p.m.

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

1. Consideration of a Resolution approving a Tax Incremental District Development Agreement between the Village of Menomonee Falls and Leon Falls, LLC in TID No. 6.

V.B. Action 7/20/2026 V.B. Report _____ Hold in Committee

2. Consideration of a Resolution approving a Tax Increment District Development Agreement between the Village of Menomonee Falls and Ridgewood IC LLC and S&K 67 Oconomowoc II, LLC in TID No. 20.

V.B. Action 7/20/2026 V.B. Report _____ Hold in Committee

3. Consideration of a Resolution approving a Tax Incremental District Development Agreement between the Village of Menomonee Falls and Falls Industrial III, LLC in TID No. 21.

V.B. Action 7/20/2026 V.B. Report _____ Hold in Committee

4. Consideration of a Resolution adopting a sanitary sewer service area amendment and requesting Milwaukee Metropolitan Sewerage District amend their facilities plan to be consistent with the sanitary sewer service amendment.

V.B. Action 7/20/2026 V.B. Report _____ Hold in Committee

5. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

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

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

General Government Committee **1.**

Meeting Date: 07/20/2026

Topic: TID 6 Development Agreement

From: Matt Carran, Director of Economic Development & Tourism

Department: Administration

Presenter:

Date of Committee Action (if required): 07/20/2026

Date of Village Board Action (if required): 07/20/2026

Information

Subject:

Consideration of a Resolution approving a Tax Incremental District Development Agreement between the Village of Menomonee Falls and Leon Falls, LLC in TID No. 6.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Fiscal Impact

Attachments

Resolution

Development Agreement and MRO

TID Agreement Outline

Village of Menomonee Falls Resolution No. _____-R-26

A RESOLUTION APPROVING TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 6.

WHEREAS, pursuant to Village Ordinance §2-87, the Village Manager is the chief administrative officer of the Village, has the full administrative responsibilities for the day-to-day operation of the Village government, and possesses other powers and duties as may be delegated to him from time to time; and

WHEREAS, the Board of Trustees also previously delegated to the Village Manager the responsibility and authority to manage all redevelopment activities of the Village; and

WHEREAS, the Village of Menomonee Falls (the "Village") established Tax Incremental District No. 6 (the "District") as a rehabilitation or conservation district with a life extending into 2036 to finance various project costs within the District as permitted under Wis. Stat. §66.1105; and

WHEREAS, Leon Falls LLC (the "Developer") is an owner and developer of property within the District; and intends to redevelop these lands; and

WHEREAS, the Developer has requested the assistance of the Village in redeveloping these lands within the District; and

WHEREAS, the Board of Trustees finds that it is appropriate to use the tax increments from the District to provide incentives for the Developer to facilitate development within the District; and

WHEREAS, attached to this resolution, and on file in the office of the Village Clerk, is a copy of the Tax Incremental District Development Agreement for TID No. 6; and

WHEREAS, the Board of Trustees further finds that the Developer's proposed project, as described in the Development Agreement, is in the best interests of the Village and its residents and is reasonably consistent with the public purposes and the development expectations in the Project Plan of the District, including, but not limited to, a significantly expanded tax base and employment opportunities within the Village; and

WHEREAS, the Board of Trustees further finds that it would be in the public interest and would further the goals of the District to provide assistance to the Developer as set forth in the Development Agreement; and

WHEREAS, the Board of Trustees further finds that it would be in the best interests of the Village, in the public interest, and in furtherance of the goals and objectives of Tax Incremental District No. 6 to approve the Development Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Village of Menomonee Falls, Wisconsin, as follows:

1. The proposed Tax Incremental District Development Agreement for TID No. 6 between the Village of Menomonee Falls and the Developer, attached to this resolution, is hereby approved.

2. All prior actions of the Village Manager to negotiate this agreement are hereby ratified and approved. The Village Manager is hereby authorized and directed to take all steps necessary to complete this agreement and carry out its terms. This includes but is not limited to the authority to approve nonsubstantive changes as needed to any of the documents approved by this resolution, and to finalize and execute all documents reasonably necessary to complete this agreement.

3. If a court of competent jurisdiction adjudges any section, clause, provision or portion of this resolution unconstitutional or invalid, the remainder of this resolution shall not be affected thereby.

4. This resolution shall take effect and be in full force from and after its passage.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 20th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 6

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (for TID No. 6) (the "**Agreement**") is entered into as of July 20, 2026 (the "**Effective Date**") by and between the Village of Menomonee Falls, a Wisconsin municipal corporation ("**Village**") and Leon Falls, LLC a Wisconsin limited liability company ("**Developer**").

RECITALS

A. The Village has established Tax Incremental District No. 6 (the "**District**") under the Village's project plan, (the "**Project Plan**") as a rehabilitation or conservation district with a life extending into 2036 to finance various project costs within TID 6 as permitted under Wis. Stat. §66.1105.

B. The Developer owns approximately 7.6 acres of land, identified by tax parcel no. MNFV0046996003, legally described and depicted in **Exhibit A** attached hereto (the "**Property**"), and located within the boundaries of the District.

C. The Developer anticipates constructing a new 98,000 square foot industrial building, and certain other associated improvements on the Property (the "**Project**").

D. The Project is expected to create $9,800,000 in value increment by January 1, 2028. Assuming the Village's current equalized tax rate of 11.72 per thousand of equalized value, and 0.5% economic appreciation, the Project would generate over $940,000 in tax increment over the remaining 10 year term of the District.

E. The Village believes it is appropriate to use tax increment from the District to facilitate development and redevelopment of the Project within the District.

F. The Village further believes that the Project, as described in this Agreement, is in the best interest of the Village and its residents, and is reasonably consistent with the public purposes and the development expectations in the Project Plan, including, but not limited to, expanding the tax base and employment opportunities within the Village.

NOW, THEREFORE, the Village and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agree:

AGREEMENT

ARTICLE I – PROJECT INFORMATION

1.1 Project Information. The Developer shall deliver to the Village those materials necessary to obtain building and occupancy permits from the Village with respect to the Project consistent with applicable Village ordinances.

1.2 Required Documentation. The Village shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions

of Section 1.3, if the Developer does not furnish the documentation referenced in **Exhibit B** ("**Required Documentation**") to the Village, in form and content reasonably acceptable to the Village.

1.3 Termination Rights. Subject to the applicable notice and cure provision of Section 7.1:

(a) The Village shall have the right to terminate this Agreement (as defined below) and shall have no obligations under this Agreement, if the Developer fails to:

(i) fully and timely provide, as determined in the reasonable discretion of the Village, the Required Documentation on or before November 1, 2026, or

(ii) complete the construction of the Project on or before December 31, 2027.

1.4 Reimbursement. In the event the Village elects to terminate this Agreement pursuant to the provisions of Subsection 1.3 above, the Developer shall be obligated to pay the Village any and all reasonable and customary attorneys' fees incurred by the Village in enforcing remedies under this Agreement. Any payments due from the Developer pursuant to this Section shall be paid within 30 days of the date of termination of this Agreement. Receipt of such payment shall be the Village's sole and exclusive remedy if this Agreement is terminated under Section 1.3 above.

1.5 Issuance of Permits. The Village shall process and issue building and occupancy permits for the Project consistent with applicable Village ordinances.

ARTICLE II – DEVELOPER OBLIGATIONS

2.1 Improvements. The Developer shall, at its own expense, make the following improvements, satisfy the following obligations, and perform the following work on the Property in accordance with the "Final Plans" provided as a part of the Required **Documentation** under Exhibit B, and pursuant to the other terms and conditions of this Agreement (collectively the "**Developer Improvements**"):

(a) The Developer shall commence construction of all Developer Improvements on the Property no later than March 1, 2027. Upon commencement of such work, the Developer shall proceed to the full completion of all the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 13.9 below. The Project shall be completed substantially in accordance with the Final Plans, this Agreement, all applicable building and zoning codes and ordinances, and available for occupancy on or before December 31, 2027.

(b) The Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod, as set forth in the Final Plans. The Village acknowledges that such work is seasonal by its nature and the Developer shall have the right to complete landscaping within the customary season for such landscaping.

(c) The Developer shall install, or have installed, all stormwater improvements as set forth on the Final Plans.

(d) The Developer shall install, or have installed, all access improvements and facilities on the Property, including curbs and gutters.

(e) The Developer shall be responsible for all erosion control related to the Developer's construction of the Developer Improvements.

(f) The Developer shall be responsible for all costs related to the work to be performed by the Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, impact fees and permit and license fees.

(g) In the event of any loss or damage to any of the Developer Improvements, the Developer shall promptly proceed with the repair and replacement of such improvements to the condition that the improvements were in immediately prior to the casualty. The fair market value of the improvements following reconstruction or repair must be substantially similar to the fair market value of such improvements immediately prior to the casualty. Once the reconstruction or repair work is commenced, the Developer shall promptly proceed with due diligence to complete such work. The reconstruction and repair work must be commenced within 180 days after the casualty. These obligations shall be deemed covenants running with the land and shall be applicable to the Developer's successors and assigns and all other persons or entities acquiring any interest in the Property.

2.2 Work Quality. All work to be performed by or on behalf of the Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Village. The Developer shall perform (or cause to be performed) all work in compliance with all applicable laws, regulations, ordinances and buildings codes, and shall obtain and maintain all necessary permits and licenses for such work.

2.3 Increment Creation. The Developer agrees that, not later than January 1, 2029 (or such later date otherwise acceptable to the Village), the Property shall have a Value Increment, as defined in Wis. Stat. §66.1105(2)(m), of not less than $9,800,000; provided that for purposes of calculating such value increment, the Village and the Developer stipulate that the "Tax incremental base" shall be $915,400.

ARTICLE III - MUNICIPAL REVENUE OBLIGATION

3.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the Village agrees, simultaneously with the full execution and delivery of this Agreement, to issue the Developer a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount of the MRO shall equal sixty percent (60%) of the Tax Increment (as defined under Wis. Stat. §66.1105(2)(i)), actually received by the Village in each year, attributable to the Project, the Property and the improvements on the Property (the "**Available Tax Increment**").

Except as otherwise described herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the Village Board of Trustees until and including the Final Payment Date (as defined below).

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year in which Tax Increment exists, and continuing to (and including) October 31, 2036 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the Village may be suspended until all such Defaults are cured, provided payments shall be resumed when all such Defaults are cured and any payments withheld due to an uncured Default shall also be paid from Available Tax Increment upon cure of the Default. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2036 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, and the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, or the termination of this Agreement or the MRO as provided herein.

3.2 MRO Form. The MRO shall be substantially in the form attached hereto as **Exhibit C** and shall be payable in accordance with the terms and conditions set forth in such MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to the Developer an accounting identifying the Available Tax Increment and the amount of the payment being made on such Payment Date.

3.3 Issuance of MRO and Payment Limitation. The total amount of principal to be paid under the MRO shall in no event exceed the Available Tax Increment generated by the Project over the term of this Agreement. The Village's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the Village may suspend such payment until the Default is cured, provided that payment shall be resumed when all Defaults are cured.

3.4 Repayment Schedule. The estimated repayment schedule of the MRO shall be set forth in **Schedule 1** to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon the Available Tax Increment generated from the Project. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the

MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the Village Board of Trustees.

ARTICLE IV – ZONING, LAND USE, AND BUILDING CODE

4.1 Zoning Compliance. The Development on the Property under this Agreement shall be in compliance with the zoning and building codes, and all applicable land use guidelines of the Village, including, but not limited to, the payment of any applicable impact fees, in the amounts applicable at the time the building permit is issued. Nothing in this Agreement shall obligate the Village to grant variances, exceptions or conditional use grants related to the Project.

4.2 Tax Status/Restrictive Covenant. The Developer shall not use nor permit the use of any of the Property in any manner which would render such property exempt from property taxation during the life of the District without the prior written consent of the Village. The Developer agrees to record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the Village to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the Village. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, the Developer shall have no continuing obligation for compliance with this provision as to any portion of the Property in which the Developer no longer maintains an interest as owner, tenant or occupant provided that the Developer has timely recorded the deed restriction or restrictive covenant as approved by the Village.

ARTICLE V – DEVELOPER REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer Representations and Warranties. The Developer represents and warrants that:

(a) It is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;

(c) The execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

(d) This Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and

binding obligations of the Developer enforceable against it in accordance with their respective terms.

5.2 Developer Covenants. The Developer covenants that during construction of the Project, and prior to the issuance of a certificate of occupancy for the entire principal building on the Property:

(a) It will diligently complete the Developer Improvements and the Project in a good and workmanlike manner in accordance with all applicable statutes, ordinances and regulations, any restrictions of record, and any Final Plans provided to the Village regarding the Project;

(b) It will not make or consent to any material modifications to the Developer Improvements or Final Plans without the prior written consent of the Village (which consent will not be unreasonably withheld, conditioned or delayed);

(c) It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Developer Improvements; but nothing contained in this Agreement shall require the Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting; provided, however, that it shall, within thirty (30) days after the filing (or the assertion) of any claim of lien that is disputed or contested by the Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require;

(d) It will take all reasonable steps to forestall claims of construction liens against the Property (and any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(e) It will take reasonable steps to forestall any threatened litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against such party which if successful against it would be reasonably likely to limit or impact the viability or completion of the Project (provided, however, that nothing herein shall prevent the Developer from contesting any such action in good faith);

(f) It will maintain, at all times during construction on the Property, a policy of builder's risk completed value and non-reporting form of contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the improvements on the Property;

(g) It will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due;

(h) It will promptly furnish to the Village written notice of any litigation affecting the Project or the Developer's ability to carry out its obligations under the Agreement, and any claims or disputes which involve a material risk of litigation against

the Developer which has affected, or could reasonably be expected to affect, the Project or the Developer's ability to satisfy all of its obligations under this Agreement;

(i) It will deliver to the Village revised statements of estimated costs of the construction for the Developer Improvements showing changes in, or variations from, the original cost statement provided to the Village as soon as such changes are known to the Developer;

(j) It will provide to the Village, promptly upon the Village's request, any information deemed reasonably necessary by the Village related to the performance of the Developer under this Agreement to enable the Village to timely and accurately complete any accounting or reporting requirements applicable to the Village related to the transactions under this Agreement;

(k) No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against the Developer is pending or, to the Developer's knowledge, threatened which has adversely affected, or could reasonably be expected to adversely affect, the Project or the Developer's ability to satisfy all of its obligations under this Agreement, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing; and

(l) There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property.

5.3 Execution Representations and Warranties. The person signing this Agreement on behalf of the Developer represents and warrants that they have full power and authority to execute this Agreement on behalf of the Developer and to bind the Developer to the terms and conditions of this Agreement.

5.4 Repeating Representations. On each Payment Date, the Developer shall recertify in writing the representations, warrants and covenants set out in Sections 5.1 and 5.2 as being true and correct in all material respects as of each Payment Date. Provided that if the Developer cannot provide such recertification because of any event, condition or circumstance occurring after the date hereof which would render such recertification untrue, the Developer shall provide the Village with written notice of such a Default. Upon receiving any such notice, the Village shall have the right to waive its remedies with regard to such a Default or to pursue any remedies provided to the Village in Section 8.1 as a result of such a Default (subject to the notice and cure provisions of that section.

5.5 Cooperation. The Developer warrants that it shall exercise reasonable diligence and expend commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VI – VILLAGE REPRESENTATION AND WARRANTIES

6.1 Village Representations and Warranties. The Village represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been

followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Village expenditures required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the Village have full authority to do so. Upon execution, this Agreement and any agreement that the Village is required to give under this Agreement when executed and delivered, will constitute legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms.

ARTICLE VII – DEFAULTS

7.1 **Default**. Any one or more of the following shall constitute a "**Default**" under this Agreement to the extent that the condition below continues after the expiration of the applicable notice and cure period set forth in Article VIII, below:

(a) The Developer fails to timely and fully perform, or comply with (in any material respect), any one or more of its obligations or any of the terms or conditions of this Agreement;

(b) Any representation or warranty made by the Developer in this Agreement shall prove to have been false in any material respect as of the time when made or given;

(c) The Developer (or any successor to the Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to affect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or the Developer (or any successor to the Developer), shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets, provided that such restriction shall not prevent the Developer from selling the Property in an arm's length, third party transaction consistent with Article X below.

ARTICLE VIII – REMEDIES

8.1 **Remedies**. In the event of a Default, the Village shall provide written notice to the Developer of the Default (the "**Default Notice**"); however, the Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 7.1(c).

(a) The Default Notice shall provide the Developer at least thirty (30) days to cure a default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the default, if the Developer promptly commences activities to cure the default in good faith and diligently pursues such activities to fully cure the default.

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the following rights and remedies (together with the right to bring lawsuits to enforce such remedies) available in law or in equity, including, but not limited to, all or any of the following:

(i) The Village may recover from the Developer all damages, costs and expenses, including but not limited to reasonable attorneys' fees incurred by the Village directly arising out of a Default, or may offset such costs against payments due to the Developer under the MRO.

(ii) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations on the MRO consistent with Section 3.1 above, provided payments shall be resumed when all Defaults are cured.

(iii) The Village may terminate this Agreement.

(c) The exercise or implementation of any one or more of these rights or remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement.

ARTICLE IX – SUCCESSORS AND ASSIGNS

9.1 **Successors and Assigns**. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization of the Developer to assign or transfer its rights and obligations under this Agreement.

9.2 **Assignment**. This Agreement shall not be assigned by the Developer without the prior written consent of the Village (which may be withheld in the Village's reasonable discretion), except the Developer may, by written notice to the Village, but without the Village's consent, assign its rights and obligations under this Agreement (in whole or in part) to an affiliate of the Developer. The Developer and any assignee(s) shall be jointly and severally liable for all of the obligations of the Developer under this Agreement prior to and after such assignment. Furthermore, as a condition to the Developer being able to assign this Agreement, any assignee of the Developer shall execute and deliver to the Village an assumption agreement (in form and substance acceptable to the Village) whereby the assignee assumes all of the **Developer's** obligations and acknowledges to be bound by all of the terms of this Agreement. Upon completion

of the Developer's Obligations found in Article II, the Developer shall have the right, upon written notice to the Village, but without the Village's consent, to assign this Agreement and/or the MRO to any party.

ARTICLE X – TERMINATION

10.1 Termination. This Agreement shall terminate upon the earlier to occur of:

(a) termination by the Village of the District pursuant to Wis. Stat. §66.1105(7), or

(b) the Final Payment of the MRO is made, or

(c) termination by the Village pursuant to Section 1.3 of this Agreement; however, the termination of this Agreement shall not cause a termination of the rights and remedies of the Village or the Developer under this Agreement.

ARTICLE XI – NOTICES

11.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the Village:

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

If to the Developer:

Leon Falls, LLC
c/o Weas Development Company
172 N. Broadway, Suite 300
Milwaukee, WI 53202
Attention: Doug Weas

ARTICLE XII – APPLICABLE LAW

12.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Waukesha County, Wisconsin.

ARTICLE XIII – MISCELLANEOUS

13.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

13.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

13.3 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.4 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.5 No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

13.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

13.7 No Joint Venture. The Village is not a partner, agent or joint venture of or with the Developer.

13.8 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded against the Property by the Village in the office of the Register of Deeds for Waukesha County, Wisconsin, and, upon request of the Village, the Developer shall execute and deliver to the Village a memorandum of this Agreement for recording purposes, which shall be in form and substance reasonably acceptable to the Developer and to the Village.

13.9 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement (other than the payment of money) by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, labor strike or unavailability of labor, pandemic or widespread illness (and any governmental restrictions related thereto), unavailability or exorbitant cost of materials, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

13.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

13.11 **Recitals**. The RECITALS set forth above are true, accurate and incorporated herein by reference.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VILLAGE: VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

Attest: _____
Name: Amy Dishinger, Village Clerk

DEVELOPER: Leon Falls, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2026, the above named Jeremy Walz and Amy Dishinger, the Village President and the Village Clerk of the Village of Menomonee Falls, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, Wisconsin
My commission

_____

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2026, the above named _____, the _____ of Leon Falls, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, Wisconsin
My commission

_____

Exhibit

A

Property

The property is outlined in red below, identified by Tax Parcel MNFV0046996003, and legally described as Parcel 1 of Certified Survey Map No. 7178.



EXHIBIT B

Required Documentation

1. Title Evidence. A title status report, title commitment or other evidence of title issued by a title insurance company licensed to do business in Wisconsin identifying the Developer as the current owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Exceptions**"**)**. None of the Exceptions shall materially interfere with the development and use of the Project.

2. Approvals. Documentation confirming that the Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the intended construction. The Developer shall also provide copies of all approvals by all applicable government bodies and agencies.

3. Plans and Specifications. A copy of the final construction plans and complete specifications **(**"**Final Plans**"**)** for the intended construction related to the Developer Improvements and the Project. The Final Plans must be certified as final and complete and be signed by the Developer, the consulting engineer, architect and the general contractor.

EXHIBIT C
MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WAUKESHA
VILLAGE OF MENOMONEE FALLS

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("**MRO**")

Number	Date of Original Issuance	Amount
___-R-26	July 20, 2026	60% of the Tax Increment

FOR VALUE RECEIVED, the Village of Menomonee Falls, Waukesha County, Wisconsin (the "**Village**"), promises to pay to Leon Falls, LLC a Wisconsin limited liability company (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, sixty percent (60%) of the Tax Increment described below, without interest.

This MRO shall be payable by the Village in installments of principal due on October 31 (the "**Payment Dates**") in each of the years following commencement of the Project by the Developer, with the amounts and timing of such payments estimated on the schedule attached hereto as **Schedule 1**.

This MRO has been issued to finance projects within the Village's Tax Incremental District No. 6 (the "District"), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on July 20, 2026, by the Village Board of the Village (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement (for TID 6) dated as of July 20, 2026 by and between the Village and the Developer (the "**Development Agreement**"). (Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.) This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the Property (as defined in the Development Agreement) and appropriated by the Village Board to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

Notwithstanding anything herein or in the Development Agreement to the contrary, the Village shall have no obligation to pay any amount of this MRO which remains unpaid after the District is terminated.

At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year in which Available Tax Increment exists, and continuing to (and including) October 31, 2036 (a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the Village may be suspended until all such Defaults are cured, provided payments shall be resumed when all such Defaults are cured. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2036 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, and the Village's obligation to make any payments under the MRO shall be discharged, the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

This MRO is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the Village, except the above- referenced Revenues, is or shall be a source of payment of the Village's obligations hereunder.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, only upon prior written notice to the Village. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, if permitted by the Village, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Menomonee Falls has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

(SEAL)

Attest: _____
Name: Amy Dishinger, Village Clerk

Schedule 1

Payment Schedule

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make the following payments on the **MRO** to the Developer:

Payment Date	**Payment Amount**
October 31, 2029	60% of the Tax Increment
October 31, 2030	60% of the Tax Increment
October 31, 2031	60% of the Tax Increment
October 31, 2032	60% of the Tax Increment
October 31, 2033	60% of the Tax Increment
October 31, 2034	60% of the Tax Increment
October 31, 2035	60% of the Tax Increment
October 31, 2036	60% of the Tax Increment
	Total

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Menomonee Falls, Waukesha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Village and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Village Clerk

TID 6 Outline

- The developer anticipates constructing a 98,000 square foot industrial building with a Value Increment of not less than $9,800,000 by January 1, 2028 (the "Project").

- The Development Agreement provides a MRO to offset construction costs and attract a user for the 98,000 square foot building. The MRO would be paid from 60% of the Tax Increment over the life of the TID. The first payment of the MRO is estimated to occur in 2029, with the last payment estimated to occur in 2036. The estimated MRO payments, likely occurring over 8 years, would total approximately $560,000.

General Government Committee **2.**

Meeting Date: 07/20/2026

Topic: TID 20 Development Agreement

From: Matt Carran, Director of Economic Development & Tourism

Department: Administration

Presenter:

Date of Committee Action (if required): 07/20/2026

Date of Village Board Action (if required): 07/20/2026

Information

Subject:

Consideration of a Resolution approving a Tax Increment District Development Agreement between the Village of Menomonee Falls and Ridgewood IC LLC and S&K 67 Oconomowoc II, LLC in TID No. 20.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Fiscal Impact

Attachments

Resolution

Development Agreement and MRO

TID Agreement Outline

Village of Menomonee Falls Resolution No. _____-R-26

A RESOLUTION APPROVING TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 20

WHEREAS, pursuant to Village Ordinance §2-87, the Village Manager is the chief administrative officer of the Village, has the full administrative responsibilities for the day-to-day operation of the Village government, and possesses other powers and duties as may be delegated to him from time to time; and

WHEREAS, the Board of Trustees also previously delegated to the Village Manager the responsibility and authority to manage all redevelopment activities of the Village; and

WHEREAS, the Village of Menomonee Falls (the "Village") established Tax Incremental District No. 20 (the "District") as an industrial district with a life extending into 2046 to finance various project costs within the District as permitted under Wis. Stat. §66.1105; and

WHEREAS, Ridgewood IC LLC and S&K 67 Oconomowoc II, LLC (the "Developer") are the owners and developers of property within the District; and intend to redevelop these lands; and

WHEREAS, the Developer has requested the assistance of the Village in redeveloping these lands within the District; and

WHEREAS, the Board of Trustees finds that it is appropriate to use the tax increments from the District to provide incentives for the Developer to facilitate development within the District; and

WHEREAS, attached to this resolution, and on file in the office of the Village Clerk, is a copy of the Tax Incremental District Development Agreement for TID No. 20; and

WHEREAS, the Board of Trustees further finds that the Developer's proposed project, as described in the Development Agreement, is in the best interests of the Village and its residents and is reasonably consistent with the public purposes and the development expectations in the Project Plan of the District, including, but not limited to, a significantly expanded tax base and employment opportunities within the Village; and

WHEREAS, the Board of Trustees further finds that it would be in the public interest and would further the goals of the District to provide assistance to the Developer as set forth in the Development Agreement; and

WHEREAS, the Board of Trustees further finds that it would be in the best interests of the Village, in the public interest, and in furtherance of the goals and objectives of Tax Incremental District No. 20 to approve the Development Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Village of Menomonee Falls, Wisconsin, as follows:

1. The proposed Tax Incremental District Development Agreement for TID No. 20 between the Village of Menomonee Falls and the Developer, attached to this resolution, is hereby approved.

2. All prior actions of the Village Manager to negotiate this agreement are hereby ratified and approved. The Village Manager is hereby authorized and directed to take all steps necessary to complete this agreement and carry out its terms. This includes but is not limited to the authority to approve nonsubstantive changes as needed to any of the documents approved by this resolution, and to finalize and execute all documents reasonably necessary to complete this agreement.

3. If a court of competent jurisdiction adjudges any section, clause, provision or portion of this resolution unconstitutional or invalid, the remainder of this resolution shall not be affected thereby.

4. This resolution shall take effect and be in full force from and after its passage.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 20th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 20

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (for TID No. 20) (the "**Agreement**") is entered into as of July 20, 2026 (the "**Effective Date**") by and between the Village of Menomonee Falls, a Wisconsin municipal corporation ("**Village**") and Ridgewood IC LLC, a Wisconsin limited liability company and S&K 67 Oconomowoc II, LLC, a Wisconsin limited liability company, as tenants in common as their interests may appear (collectively, the "**Developer**").

RECITALS

A. The Village established Tax Incremental District No. 20 (the "**District**") under the Village's project plan, (the "**Project Plan**") as an industrial district with a life extending into 2047 to finance various project costs within the District as permitted under Wis. Stat. §66.1105.

B. The Developer is the owner of approximately 24.97 acres of land, identified by tax parcel MNFV0107995, legally described and depicted in **Exhibit A** attached hereto (the "**Property**"), and located within the boundaries of the District.

C. The Developer is in the process of converting an approximately 300,000 square foot office building into a building suitable for modern industrial uses (the "**Project**").

D. The Project is expected to create $10,365,000 million in value increment by January 1, 2028. Assuming the Village's current equalized tax rate of $11.72 per thousand of equalized value, and 0.5% economic appreciation, the Project would generate over $2.5 million in tax increment over the 20-year term of the District.

E. The Village believes it is appropriate to use tax increment from the District to facilitate development and redevelopment of the Project within the District.

F. The Village further believes that the Project, as described in this Agreement, is in the best interest of the Village and its residents, and is reasonably consistent with the public purposes and the development expectations supporting the creation of the District, including, but not limited to, expanding the tax base and employment opportunities within the Village.

NOW, THEREFORE, the Village and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agree:

AGREEMENT

ARTICLE I – PROJECT INFORMATION

1.1 Project Information. The Developer shall deliver to the Village those materials necessary to obtain building and occupancy permits from the Village with respect to the Project consistent with applicable Village ordinances.

1.2 Issuance of Permits. The Village shall process and issue building and occupancy permits for the Project consistent with applicable Village ordinances.

ARTICLE II – DEVELOPER OBLIGATIONS

2.1 Developer Improvements. The Developer, at its own expense, shall make the following improvements, satisfy the following obligations and perform the following work on the Property in accordance with the plans provided, and pursuant to the other terms and conditions of this Agreement (collectively the "**Developer Improvements**"):

(a) The Developer shall proceed to the full completion of all the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 13.9 below. The Project shall be completed substantially in accordance with the final plans, this Agreement, all applicable building and zoning codes and ordinances, and available for occupancy on or before December 31, 2026.

(b) The Developer shall furnish documentation confirming compliance with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the intended construction.

(c) The Developer shall be responsible for maintaining all landscaping on the Property, including trees, shrubs, grass and mulch.

(d) The Developer shall be responsible for all erosion control related to the Developer's construction of the Developer Improvements.

(e) The Developer shall be responsible for all costs related to the work to be performed under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, and permit and license fees.

(f) In the event of any loss or damage to any of the Developer Improvements, the Developer shall promptly proceed with the repair and replacement of such improvements to the condition that the improvements were in immediately prior to the casualty. The fair market value of the improvements following reconstruction or repair must be substantially similar to the fair market value of such improvements immediately prior to the casualty. Once the reconstruction or repair work is commenced, the Developer shall promptly proceed with due diligence to complete such work. The reconstruction and repair work must be commenced within 300 days after the casualty. These obligations shall be deemed covenants running with the land and shall be applicable to the Developer's successors and assigns and all other persons or entities acquiring any interest in the Property.

2.2 Work Quality. All work to be performed by or on behalf of the Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Village. The Developer shall perform (or cause to be performed) all work in compliance with all applicable laws, regulations,

ordinances and buildings codes, and shall obtain and maintain all necessary permits and licenses for such work.

2.3 Increment Creation. The Developer agrees that, not later than January 1, 2028 (or such later date otherwise acceptable to the Village), the Property shall have a Value Increment, as defined in Wis. Stat. §66.1105(2)(m), of not less than $7,750,000.00 since January 1, 2026; provided that for purposes of calculating such value increment, the Village and the Developer stipulate that the "Tax incremental base" for the Property as of January 1, 2026 shall be determined by the Village in accordance with Wis. Stat. §66.1105(2)(j) provided the Village Clerk includes the assessed value of the Property to the State of Wisconsin Department of Revenue as part of its required submission thereunder. The Village shall provide Developer with such determination in writing no later than January 15, 2027.

ARTICLE III - MUNICIPAL REVENUE OBLIGATION

3.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the Village agrees, simultaneously with the full execution and delivery of this Agreement, to issue the Developer a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount of the MRO shall equal the Tax Increment (as defined under Wis. Stat. §66.1105(2)(i)) actually received by the Village in each year attributable to the Project, the Property and the improvements on the Property, less Administrative Costs (the "**Available Tax Increment**"). "**Administrative Costs**" include (i) the amount of the Village's actual administrative expenses, including but not limited to, reasonable charges for the time spent by village employees in connection with the negotiation and implementation of this Agreement, and (ii) professional service costs, including but not limited to those costs incurred by the Village for outside architectural, planning, engineering, financial consulting and legal advice and services related to the negotiation and implementation of this Agreement. The Administrative Costs shall not be less than $20,000 a year in the first two years (2028 and 2029), and $7,500 for the years 2030 through 2047.

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year following Available Tax Increment, and continuing to (and including) October 31, 2047 (a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Value Increment is less than $7,750,000, the following years MRO payment shall remain the Available Tax Increment. If the Tax Increment is less than the Administrative Cost in any year during the term of the MRO, the Village shall deduct the unpaid Administrative Cost from the following years MRO payment. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2047 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a

special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, or the termination of this Agreement or the MRO as provided herein.

3.2 MRO Form. The MRO shall be substantially in the form attached hereto as **Exhibit B** and shall be payable in accordance with the terms and conditions set forth in such MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to the Developer an accounting identifying the Available Tax Increment, and the amount of the payment being made on such Payment Date.

3.3 Issuance of MRO and Payment Limitation. The total amount of principal to be paid under the MRO shall in no event exceed the Available Tax Increment generated by the Project over the life of the District. The Village's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the Village may suspend such payment until the Default is cured, provided that payment shall be resumed when all Defaults are cured.

3.4 Repayment Schedule. The estimated repayment schedule of the MRO shall be set forth in **Schedule 1** to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon the Available Tax Increment generated from the Project. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the Village Board of Trustees.

ARTICLE IV – ZONING, LAND USE, AND BUILDING CODE

4.1 Zoning Compliance. Development on the Property under this Agreement shall be in compliance with the zoning ordinance, land use guidelines, and building code of the Village, including, but not limited to, the payment of any applicable impact fees, in the amounts applicable at the time each required building permit is issued. Nothing in this Agreement shall obligate the Village to grant variances, exceptions or conditional use grants related to the Project.

4.2 Tax Status/Restrictive Covenant. The Developer shall not use nor permit the use of any of the Property in any manner which would render such property exempt from property taxation during the life of the District without the prior written consent of the Village. The Developer agrees to record a deed restriction or restrictive covenant against the Property to make any subsequent purchasers, tenants or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the Village to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the Village and Developer. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, the Developer shall have no continuing obligation for compliance with this provision as to any portion of the Property in which the Developer no longer maintains an interest as owner, tenant or occupant provided that the Developer has timely recorded the deed restriction or restrictive covenant as approved by the Village. Upon recordation of the deed restriction or restrictive

covenant, Developer shall provide a copy of same to all then current and future tenants of the Property.

ARTICLE V – DEVELOPER REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer Representations and Warranties. The Developer represents and warrants that:

(a) It is two limited liability companies, acting as tenants in common, duly formed and validly existing in the State of Wisconsin, having the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;

(c) The execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

(d) This Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of the Developer enforceable against it in accordance with their respective terms.

5.2 Developer Covenants. The Developer covenants that during construction of the Project, and prior to the issuance of a certificate of occupancy therefore that is after the Effective Date:

(a) It will diligently complete the Developer Improvements and the Project in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and any final plans provided to the Village regarding the Project;

(b) It will not make or consent to any material modifications to the Developer Improvements or Developer final plans that have been submitted with any Developer requested building permits without the prior written consent of the Village (which consent will not be unreasonably withheld, conditioned or delayed).

(c) It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Developer Improvements and the Project; but nothing contained in this Agreement shall require the Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting. However, it shall within thirty (30) days after the filing

(or the assertion) of any claim of lien that is disputed or contested by the Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require;

(d) It will take all reasonable steps to forestall claims of construction liens against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(e) It will take reasonable steps to forestall any threatened litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against such party which if successful against it would be reasonably likely to limit or impact the viability or completion of the Project (provided, however, that nothing herein shall prevent the Developer from contesting any such action in good faith);

(f) It will maintain, at all times during construction on the Property, a policy of property coverage and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement value of the improvements on the Property;

(g) It will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due;

(h) It will provide to the Village, promptly upon the Village's request, any information deemed reasonably necessary by the Village related to the MRO and the performance of such party under this Agreement to enable the Village to timely and accurately complete any accounting or reporting requirements applicable to the Village related to the transactions under this Agreement and the MRO.

(i) No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against the Developer is pending or, to the Developer's knowledge, threatened which has materially adversely affected, or could reasonably be expected to materially adversely affect, the Project or the Developer's ability to satisfy all of its obligations under this Agreement, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing; and

(j) There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property.

5.3 Execution Representations and Warranties. The person signing this Agreement on behalf of the Developer represents and warrants that they have full power and authority to execute this Agreement on behalf of the Developer and to bind the Developer to the terms and conditions of this Agreement.

5.4 Repeating Representations. On each Payment Date, the Developer shall recertify in writing the representations, warrants and covenants set out in Sections 5.1 and 5.2 as being true and correct in all material respects as of each Payment Date. Provided that if the Developer cannot provide such recertification because of any event, condition or circumstance occurring after the date hereof which would render such recertification untrue, the Developer shall

provide the Village with written notice of such a Default. Upon receiving any such notice, the Village shall have the right to waive its remedies with regard to such a Default or to pursue any remedies provided to the Village in Section 8.1 as a result of such a Default (subject to the notice and cure provisions of that section.

5.5 Cooperation. The Developer warrants that it shall exercise reasonable diligence and expend commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VI – VILLAGE REPRESENTATION AND WARRANTIES

6.1 Village Representations and Warranties. The Village represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Village expenditures required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the Village have full authority to do so. Upon execution, this Agreement and any agreement that the Village is required to give under this Agreement when executed and delivered, will constitute legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms.

ARTICLE VII – DEFAULTS

7.1 Default. Any one or more of the following shall constitute a "**Default**" under this Agreement to the extent that the condition below continues after the expiration of the applicable notice and cure period set forth in Article VIII, below:

(a) The Developer fails to timely and fully perform, or comply with (in any material respect), any one or more of its obligations or any of the terms or conditions of this Agreement;

(b) Any representation or warranty made by the Developer in this Agreement shall prove to have been false in any material respect as of the time when made or given;

(c) The Developer (or any successor to the Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to affect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or the Developer (or any successor to the Developer), shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets, provided that such restriction shall not prevent the Developer from selling the Property in an arm's length, third party transaction consistent with Article X below.

ARTICLE VIII– REMEDIES

8.1 **Remedies**. In the event of a Default, and excepting therefrom any instance of Force Majeure affecting Developer, the Village shall provide written notice to the Developer of the Default (the "**Default Notice**"); however, the Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 7.1(c).

(a) The Default Notice shall provide the Developer at least thirty (30) days to cure a default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the default, if the Developer promptly commences activities to cure the default in good faith and diligently pursues such activities to fully cure the default.

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the following rights and remedies (together with the right to bring lawsuits to enforce such remedies) available in law or in equity, including, but not limited to, all or any of the following:

(i) The Village may recover from the Developer all damages, costs and expenses, including but not limited to reasonable attorneys' fees incurred by the Village directly arising out of a Default, or may offset such costs against future payments due to the Developer under the MRO.

(ii) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any future payment obligations on the MRO consistent with Section 3.1 above, provided payments shall be resumed when all Defaults are cured.

(iii) The Village may terminate this Agreement.

(c) The exercise or implementation of any one or more of these rights or remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement.

(d) For the purposes hereof, "**Force Majeure**" shall be defined as the occurrence of any of the following: Act of God, war, terrorism, pandemic, civil commotion, casualty, extreme weather conditions, labor difficulties, general shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such party, its agents, employees, contractors or subcontractors (other than causes related to such party's financial condition or ability to pay its debts, or (b) obtaining permits, licenses or approvals from governmental or quasi-governmental authorities). To qualify as Force Majeure, the delayed party must have (i) provided notice to the other party hereto of such Force Majeure, (ii) thereafter periodically kept the other party hereto fully advised by notice of such delays, and (iii) used commercially reasonable efforts and due diligence to effect the required performance.

ARTICLE IX – SUCCESSORS AND ASSIGNS

9.1 **Successors and Assigns**. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization of the Developer to assign or transfer its rights and obligations under this Agreement.

9.2 **Assignment**. This Agreement shall not be assigned by the Developer without the prior written consent of the Village (which may be withheld in the Village's reasonable discretion), except the Developer may, by written notice to the Village, but without the Village's consent, assign its rights and obligations under this Agreement (in whole or in part) to an affiliate of the Developer. The Developer and any assignee(s) shall be jointly and severally liable for all of the obligations of the Developer under this Agreement prior to and after such assignment. Furthermore, as a condition to the Developer being able to assign this Agreement, any assignee of the Developer shall execute and deliver to the Village an assumption agreement (in form and substance reasonably acceptable to the Village) whereby the assignee assumes all of the developer's obligations and acknowledges to be bound by all of the terms of this Agreement. Except for the condition set forth in Article II, Section 2.1(f), upon completion of the Developer Obligations found elsewhere in Article II (i.e. Sections 2.1(a) – (e), Section 2.2 and Section 2.3), the Developer shall have the right, upon written notice to the Village, but without the Village's consent, to assign this Agreement and/or the MRO to any party. Upon such assignment and assumption of this Agreement, the assignor shall no longer have any obligations hereunder. Notwithstanding the foregoing, the Village hereby consents to an assignment (collateral of otherwise) of this Agreement by Developer to Developer's lender(s) providing financing for the Property.

ARTICLE X – TERMINATION

10.1 **Termination**. This Agreement shall terminate upon the earlier to occur of:

(a) termination by the Village of the District pursuant to Wis. Stat. §66.1105(7), or

(b) the Final Payment of the MRO is made, or

(c) termination by the Village pursuant to Section 8.1 of this Agreement; however, the termination of this Agreement shall not cause a termination of the rights and remedies of the Village or the Developer under this Agreement.

ARTICLE XI– NOTICES

11.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the Village:

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051
Attention: Village Manger

If to the Developer:

Ridgewood IC LLC and
S&K 67 Oconomowoc II, LLC
c/o Wangard Operations LLC
1200 N. Mayfair Road, Suite 410
Milwaukee, WI 53226
Attn: Stewart M. Wangard and Burton Metz

With a copy to:
Wangard Operations LLC
1200 N. Mayfair Road, Suite 410
Milwaukee, WI 53226
Attn: Kyle Dieringer and Tim Voeller

ARTICLE XII – APPLICABLE LAW

12.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Waukesha County, Wisconsin.

ARTICLE XIII – MISCELLANEOUS

13.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

13.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then

such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

13.3 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.4 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.5 No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

13.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

13.7 No Joint Venture. The Village is not a partner, agent or joint venture of or with the Developer.

13.8 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded against the Property by the Village in the office of the Register of Deeds for Waukesha County, Wisconsin, and, upon request of the Village, the Developer shall execute and deliver to the Village a memorandum of this Agreement for recording purposes, which shall be in form and substance reasonably acceptable to the Developer and to the Village.

13.9 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement (other than the payment of money) by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, labor strike or unavailability of labor, pandemic or widespread illness (and any governmental restrictions related thereto), unavailability or exorbitant cost of materials, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

13.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

13.11 Recitals. The RECITALS set forth above are true, accurate and incorporated herein by reference.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VILLAGE: VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

Attest: _____
Name: Amy Dishinger, Village Clerk

DEVELOPER: RIDGEWOOD IC LLC

By: Wangard Entity Manager LLC, its Manager
By: Wangard Operations LLC, its Manager
By: Wangard Partners, Inc., its Manager

By: _____

Name: Stewart M. Wangard

Title: Executive Chairman

S&K 67 OCONOMOWOC II, LLC

By: _____

Name: Stewart M. Wangard

Title: Manager

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2026, the above named Jeremy Walz and Amy Dishinger, the Village President and the Village Clerk of the Village of Menomonee Falls, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Stewart M. Wangard, the Executive Chairman of Wangard Partners, Inc., the Manager of Wangard Operations LLC, the Manager of Wangard Entity Manager, the Manager of Ridgewood IC LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Stewart M. Wangard, the Manager of S&K 67 Oconomowoc II, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, Wisconsin
My commission _____

Exhibit

A

Property

The Property is outlined in red below, identified by Tax Parcel MNFV0107995, and legally described as Lot 6 of Certified Survey Map No. 7870 including the access easement recorded as doc #4822467.



EXHIBIT B
MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WAUKESHA
VILLAGE OF MENOMONEE FALLS

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("**MRO**")

Number	Date of Original Issuance	Amount
___-R-26	July 20, 2026	Tax Increment less Annual Administrative Costs

FOR VALUE RECEIVED, the Village of Menomonee Falls, Waukesha County, Wisconsin (the "**Village**"), promises to pay to Ridgewood IC LLC, a Wisconsin limited liability company and S&K 67 Oconomowoc II, LLC, a Wisconsin limited liability company, as tenants in common as their interests may appear (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Tax Increment described below, without interest.

This MRO shall be payable by the Village in installments of principal due on October 31 (the "**Payment Dates**") in each of the years following commencement of the Project by the Developer, with the amounts and timing of such payments estimated on the schedule attached hereto as **Schedule 1**.

This MRO has been issued to finance projects within the Village's Tax Incremental District No. 20 (the "District"), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on July 20, 2026, by the Village Board of the Village (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement (for TID 20) dated as of July 20, 2026 by and between the Village and the Developer (the "**Development Agreement**"). (Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.) This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the Property (as defined in the Development Agreement) and appropriated by the Village Board to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

Notwithstanding anything herein or in the Development Agreement to the contrary, the Village shall have no obligation to pay any amount of this MRO which remains unpaid after the District is terminated.

At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year following Available Tax Increment, and continuing to (and including) October 31, 2047 (a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Value Increment is less than $7,750,000, the following years MRO payment shall be based on the Available Tax Increment. If the Tax Increment is less than the Administrative Costs in any year during the term of the MRO, the Village shall deduct the unpaid Administrative Costs from the following years MRO payment. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2047 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, and the Village's obligation to make any payments under the MRO shall be discharged, the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

This MRO is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the Village, except the above- referenced Revenues, is or shall be a source of payment of the Village's obligations hereunder.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, only upon prior written notice to the Village. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, if permitted by the terms of the Development Agreement or the Village, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Menomonee Falls has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

(SEAL)

Attest: _____
Name: Amy Dishinger, Village Clerk

Schedule 1

Payment Schedule

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make the following payments on the Bond to the Developer:

Payment Date	**Payment Amount**
October 31, 2028	100% of Tax Increment less $20,000
October 31, 2029	100% of Tax Increment less $20,000
October 31, 2030	100% of Tax Increment less $7,500
October 31, 2031	100% of Tax Increment less $7,500
October 31, 2032	100% of Tax Increment less $7,500
October 31, 2033	100% of Tax Increment less $7,500
October 31, 2034	100% of Tax Increment less $7,500
October 31, 2035	100% of Tax Increment less $7,500
October 31, 2036	100% of Tax Increment less $7,500
October 31, 2037	100% of Tax Increment less $7,500
October 31, 2038	100% of Tax Increment less $7,500
October 31, 2039	100% of Tax Increment less $7,500
October 31, 2040	100% of Tax Increment less $7,500
October 31, 2041	100% of Tax Increment less $7,500
October 31, 2042	100% of Tax Increment less $7,500
October 31, 2043	100% of Tax Increment less $7,500
October 31, 2044	100% of Tax Increment less $7,500
October 31, 2045	100% of Tax Increment less $7,500
October 31, 2046	100% of Tax Increment less $7,500
October 31, 2047	100% of Tax Increment less $7,500
	Total

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Menomonee Falls, Waukesha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Village and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Village Clerk

TID 20 Outline

- The Developer is in the process of converting an approximately 300,000 square foot office building into a building suitable for modern industrial uses.

- The Project is expected to create $10,365,000 million in value increment by January 1, 2028, generating over $2.5 million in tax increment over the 20-year term of the District.

- The Development Agreement provides an MRO to offset construction costs and attract users for the approximate 300,000 square foot building. The amount of the MRO would be the Tax Increment received by the Village in each year attributable to the development, less administrative costs. The first payment of the MRO is estimated to occur in 2028, with the last payment estimated to occur in 2047. The estimated MRO payments, likely occurring over 20 years, could total approximately $2,385,000.

General Government Committee **3.**

Meeting Date: 07/20/2026

Topic: TID 21 Development Agreement

From: Matt Carran, Director of Economic Development & Tourism

Department: Administration

Presenter:

Date of Committee Action (if required): 07/20/2026

Date of Village Board Action (if required): 07/20/2026

Information

Subject:

Consideration of a Resolution approving a Tax Incremental District Development Agreement between the Village of Menomonee Falls and Falls Industrial III, LLC in TID No. 21.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Fiscal Impact

Attachments

Resolution

Development Agreement and MRO

TID Agreement Outline

Village of Menomonee Falls Resolution No. _____-R-26

A RESOLUTION APPROVING TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 21

WHEREAS, pursuant to Village Ordinance §2-87, the Village Manager is the chief administrative officer of the Village, has the full administrative responsibilities for the day-to-day operation of the Village government, and possesses other powers and duties as may be delegated to him from time to time; and

WHEREAS, the Board of Trustees also previously delegated to the Village Manager the responsibility and authority to manage all redevelopment activities of the Village; and

WHEREAS, the Village of Menomonee Falls (the "Village") established Tax Incremental District No. 21 (the "District") as an industrial district with a life extending into 2046 to finance various project costs within the District as permitted under Wis. Stat. §66.1105; and

WHEREAS, Falls Industrial III, LLC (the "Developer") is the owner and developer of property within the District; and intend to redevelop these lands; and

WHEREAS, the Developer has requested the assistance of the Village in redeveloping these lands within the District; and

WHEREAS, the Board of Trustees finds that it is appropriate to use the tax increments from the District to provide incentives for the Developer to facilitate development within the District; and

WHEREAS, attached to this resolution, and on file in the office of the Village Clerk, is a copy of the Tax Incremental District Development Agreement for TID No. 21; and

WHEREAS, the Board of Trustees further finds that the Developer's proposed project, as described in the Development Agreement, is in the best interests of the Village and its residents and is reasonably consistent with the public purposes and the development expectations in the Project Plan of the District, including, but not limited to, a significantly expanded tax base and employment opportunities within the Village; and

WHEREAS, the Board of Trustees further finds that it would be in the public interest and would further the goals of the District to provide assistance to the Developer as set forth in the Development Agreement; and

WHEREAS, the Board of Trustees further finds that it would be in the best interests of the Village, in the public interest, and in furtherance of the goals and objectives of Tax Incremental District No. 21 to approve the Development Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Village of Menomonee Falls, Wisconsin, as follows:

1. The proposed Tax Incremental District Development Agreement for TID No. 21 between the Village of Menomonee Falls and the Developer, attached to this resolution, is hereby approved.

2. All prior actions of the Village Manager to negotiate this agreement are hereby ratified and approved. The Village Manager is hereby authorized and directed to take all steps necessary to complete this agreement and carry out its terms. This includes but is not limited to the authority to approve nonsubstantive changes as needed to any of the documents approved by this resolution, and to finalize and execute all documents reasonably necessary to complete this agreement.

3. If a court of competent jurisdiction adjudges any section, clause, provision or portion of this resolution unconstitutional or invalid, the remainder of this resolution shall not be affected thereby.

4. This resolution shall take effect and be in full force from and after its passage.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 20th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT FOR TID No. 21

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (for TID No. 21) (the "**Agreement**") is entered into as of July 20, 2026 (the "**Approval Date**") by and between the Village of Menomonee Falls, a Wisconsin municipal corporation ("**Village**") and Falls Industrial III, LLC, a Delaware limited liability company ("**Developer**") .

RECITALS

A. The Village established Tax Incremental District No. 21 (the "**District**") under the Village's project plan, (the "**Project Plan**") as an industrial district with a life extending into 2047 to finance various project costs within the District as permitted under Wis. Stat. §66.1105.

B. The Developer is under contract to acquire, approximately 12.57 acres of land, identified by tax parcel MNFV0003977, legally described and depicted in **Exhibit A** attached hereto (the "**Property**"), and located within the boundaries of the District.

C. The Developer is scheduled to close on the property on or about September 30, 2026. The "**Effective Date**" of this Agreement shall be the day the Developer acquires the said Property.

D. The Developer anticipates constructing an approximately 138,600 square foot industrial building, and certain other associated improvements on the Property (the "**Project**").

E. The Project is expected to create $13,630,000 in value increment by January 1, 2028. Assuming the Village's current equalized tax rate of $11.72 per thousand of equalized value, and 0.5% economic appreciation, the Project would generate over $3.1 million in tax increment over the 20-year term of the District.

F. The Village believes it is appropriate to use tax increment from the District to facilitate development and redevelopment of the Project within the District.

G. The Village further believes that the Project, as described in this Agreement, is in the best interest of the Village and its residents, and is reasonably consistent with the public purposes and the development expectations supporting the creation of the District, including, but not limited to, expanding the tax base and employment opportunities within the Village.

NOW, THEREFORE, the Village and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agree:

AGREEMENT

ARTICLE I – PROJECT INFORMATION

1.1 Project Information. The Developer shall deliver to the Village those materials necessary to obtain building and occupancy permits from the Village with respect to the Project consistent with applicable Village ordinances.

1.2 Required Documentation. The Village shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 if the Developer does not furnish the documentation referenced in **Exhibit B** ("**Required Documentation**") to the Village, in form and content reasonably acceptable to the Village; provided, however, that if the Developer has not acquired title to the Property as of the Effective Date, the Developer may satisfy the title-related requirements of **Exhibit B** by delivering evidence of its contractual right to acquire the Property and a title commitment or title status report, with updated title evidence showing Developer as fee owner to be delivered within ten (10) days after closing on the acquisition of the Property.

1.3 Termination Rights. Subject to the applicable notice and cure provisions of Sections 7.1 and 8.1, the Village shall have the right to terminate this Agreement and shall have no obligations under this Agreement to pay additional monies if the Developer fails to fully and timely provide, as determined in the reasonable discretion of the Village, the Required Documentation on or before the later of (i) April 1, 2027, and (ii) ten (10) days after the Developer acquires title to the Property; provided that such date shall be extended for delays caused by governmental approval processes, delays in closing the acquisition of the Property, or Force Majeure.

1.4 Reimbursement. In the event the Village elects to terminate this Agreement pursuant to the provisions of Section 1.3 above, the Developer shall be obligated to pay the Village, within thirty (30) days after written demand, the Village's actual, reasonable, documented out-of-pocket third-party costs and expenses directly incurred by the Village in connection with the negotiation and enforcement of this Agreement, including reasonable attorneys' fees. Receipt of such payment shall be the Village's sole and exclusive remedy if this Agreement is terminated under Section 1.3 above.

1.5 Issuance of Permits. The Village shall process and issue building and occupancy permits for the Project consistent with applicable Village ordinances.

ARTICLE II – DEVELOPER OBLIGATIONS

2.1 Developer Improvements. The Developer, at its own expense, shall make the following improvements, satisfy the following obligations, and perform the following work on the Property in accordance with the "Final Plans" provided as a part of the Required Documentation under **Exhibit B**, and pursuant to the other terms and conditions of this Agreement (collectively the "**Developer Improvements**"):

(a) The Developer shall commence construction of all Developer Improvements on the Property no later than May 1, 2027. For purposes of this Agreement, "commence construction" shall include grading, site preparation, utility work, foundation work, or other visible on-site construction activity. Upon commencement of such work, the Developer shall proceed with due diligence to substantial completion of all Developer Improvements, subject to Force Majeure and other delays beyond the reasonable control of the Developer, including, without limitation, delays in permitting, governmental approvals, inspections, utility installation, material availability, labor availability, financing closing, tenant-driven changes, and unusually severe or adverse weather conditions. The Project shall be substantially completed in accordance with the Final

Plans, this Agreement, and all applicable building and zoning codes and ordinances, and the building shall be eligible for occupancy on or before June 30, 2028.

(b) The Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod, as set forth in the Final Plans. The Village acknowledges that landscaping, final asphalt paving, top course paving, striping, and similar weather-dependent exterior work are seasonal by nature and the Developer shall have the right to complete such items within the customary season for such work.

(c) The Developer shall install, or have installed, all stormwater improvements as set forth on the Final Plans.

(d) The Developer shall install, or have installed, all roadway and access improvements and facilities on the Property, including curbs and gutters.

(e) The Developer shall be responsible for all erosion control related to the Developer's construction of the Developer Improvements.

(f) The Developer shall be responsible for all costs related to the work to be performed by the Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, impact fees and permit and license fees.

(g) In the event of any loss or damage to any of the Developer Improvements, the Developer shall promptly proceed with the repair and replacement of such improvements to the condition that the improvements were in immediately prior to the casualty. The fair market value of the improvements following reconstruction or repair must be substantially similar to the fair market value of such improvements immediately prior to the casualty. Once the reconstruction or repair work is commenced, the Developer shall promptly proceed with due diligence to complete such work. The reconstruction and repair work must be commenced within 180 days after the casualty. These obligations shall be deemed covenants running with the land and shall be applicable to the Developer's successors and assigns and all other persons or entities acquiring any interest in the Property.

2.2 Work Quality. All work to be performed by or on behalf of the Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Village. The Developer shall perform (or cause to be performed) all work in compliance with all applicable laws, regulations, ordinances and buildings codes, and shall obtain and maintain all necessary permits and licenses for such work.

2.3 Increment Creation. The Developer agrees that, not later than January 1, 2029 (or such later date otherwise acceptable to the Village, which acceptance shall not be unreasonably withheld, conditioned, or delayed), the Property shall have a Value Increment, as defined in Wis. Stat. §66.1105(2)(m), of not less than $13,630,000, as such amount may be equitably adjusted to reflect the final approved plans and the official tax incremental base applicable to the Property. For purposes of calculating such value increment, the Village and the Developer stipulate that the "tax incremental base" shall be determined by the Village in accordance with Wis. Stat.

§66.1105(2)(j). The Village shall provide developer with such determination in writing no later than January 15, 2027. Notwithstanding the foregoing, the Developer shall not be in Default under this Section if the Project has been substantially completed in accordance with this Agreement and the Final Plans and the required value increment is not achieved solely as a result of assessor valuation methodology or other matters outside the reasonable control of the Developer.

ARTICLE III - MUNICIPAL REVENUE OBLIGATION

3.1 **Municipal Revenue Obligation**. Pursuant to the terms of this Agreement, the Village agrees, simultaneously with the full execution and delivery of this Agreement, to issue the Developer a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount of the MRO shall equal the Tax Increment (as defined under Wis. Stat. §66.1105(2)(i)) actually received by the Village in each year attributable to the Project, the Property and the improvements on the Property, less Administrative Costs (the "**Available Tax Increment**"). "**Administrative Costs**" include the Village's actual, reasonable, documented out-of-pocket costs directly related to the negotiation, implementation, administration, and enforcement of this Agreement, including reasonable third-party professional fees and reasonable internal administrative costs specifically attributable to this Agreement; provided, however, that Administrative Costs shall not include general overhead and shall not exceed actual costs incurred by the Village in the applicable year. The Administrative Costs shall not be less than $20,000 in the first five years (2029 through 2033), and $5,000 for the years 2034 through 2047.

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year following Available Tax Increment, and continuing to (and including) October 31, 2047 (a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Value Increment is less than $13,630,000, the following year's MRO payment shall be the Available Tax Increment. If the Tax Increment is less than the Administrative Cost in any year during the term of the MRO, the Village shall deduct the unpaid Administrative Cost from the following years MRO payment. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2047 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, and the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, or the termination of this Agreement or the MRO as provided herein.

3.2 **MRO Form**. The MRO shall be substantially in the form attached hereto as **Exhibit C** and shall be payable in accordance with the terms and conditions set forth in such

MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to the Developer an accounting identifying the Available Tax Increment, the Administrative Costs deducted, and the amount of the payment being made on such Payment Date, together with reasonable supporting detail upon written request.

3.3 Issuance of MRO and Payment Limitation. The total amount of principal to be paid under the MRO shall in no event exceed the Available Tax Increment generated by the Project over the life of the District. The Village's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the Village may suspend such payment until the Default is cured, provided that payment shall be resumed when all Defaults are cured.

3.4 Repayment Schedule. The estimated repayment schedule of the MRO shall be set forth in **Schedule 1** to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon the Available Tax Increment generated from the Project. The first payment shall be due on October 31 following the Village's actual receipt of Available Tax Increment attributable to the Property, and thereafter on each October 31 through the Final Payment Date. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the Village Board of Trustees.

ARTICLE IV – ZONING, LAND USE, AND BUILDING CODE

4.1 Zoning Compliance. Development on the Property under this Agreement shall be in compliance with the zoning ordinance, land use guidelines, and building code of the Village, including, but not limited to, the payment of any applicable impact fees, in the amounts applicable at the time each required building permit is issued. Nothing in this Agreement shall obligate the Village to grant variances, exceptions or conditional use grants related to the Project.

4.2 Tax Status/Restrictive Covenant. The Developer shall not use, nor permit the use of, any of the Property in any manner that would render such Property exempt from ad valorem property taxation during the life of the District in a manner that materially impairs Available Tax Increment without the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed. The Developer agrees, prior to any sale of the Property, to record a deed restriction or restrictive covenant against the Property to make any subsequent purchaser of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the Village to enforce such deed restriction or restrictive covenant and shall be in form and substance reasonably acceptable to the Village and the Developer. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, the Developer shall have no continuing obligation for compliance with this provision as to any portion of the Property in which the Developer no longer maintains an interest as owner, tenant or occupant, provided that the Developer has timely recorded the deed restriction or restrictive covenant as approved by the Village.

ARTICLE V – DEVELOPER REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer Representations and Warranties. The Developer represents and warrants that:

(a) It is a limited liability company duly formed and validly existing in the State of Delaware, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Delaware, Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;

(c) The execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

(d) This Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of the Developer enforceable against it in accordance with their respective terms.

5.2 Developer Covenants. The Developer covenants that during construction of the Project, and prior to the issuance of a certificate of occupancy for the entire principal building on the Property:

(a) It will diligently complete the Developer Improvements and the Project in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and any Final Plans provided to the Village regarding the Project;

(b) It will not make or consent to any material modification to the Developer Improvements or Final Plans that would materially adversely affect the size, use, site access, exterior appearance, or expected taxable value of the Project, without the prior written consent of the Village (which consent shall not be unreasonably withheld, conditioned or delayed);

(c) It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Developer Improvements and the Project; but nothing contained in this Agreement shall require the Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting. However, it shall within thirty (30) days after the filing (or the assertion) of any claim of lien that is disputed or contested by the Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require;

(d) It will take all reasonable steps to forestall claims of construction liens against the Property (and any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(e) It will take reasonable steps to forestall any threatened litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against such party which if successful against it would be reasonably likely to limit or impact the viability or completion of the Project (provided, however, that nothing herein shall prevent the Developer from contesting any such action in good faith);

(f) It will maintain, at all times during construction of the Property, a policy of builder's risk completed value and non-reporting form of contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property, in at least the amount of the full replacement value of the improvements on the Property;

(g) It will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due;

(h) It will promptly furnish to the Village written notice of any litigation affecting the Project or the Developer's ability to carry out its obligations under the Agreement, and any claims or disputes which involve a material risk of litigation against the Developer which has affected, or could reasonably be expected to affect, the Project or the Developer's ability to satisfy all of its obligations under this Agreement;

(i) Upon reasonable written request of the Village for compliance with applicable accounting or reporting requirements, the Developer shall provide a good-faith estimate of the total cost of construction of the Developer Improvements; provided, however, that the Developer shall have no obligation to provide ongoing cost updates, proprietary budgeting information, or revisions except to the extent reasonably necessary for a specific legal reporting requirement identified by the Village;

(j) It will provide to the Village, promptly upon the Village's request, any information deemed reasonably necessary by the Village related to the performance of the Developer under this Agreement to enable the Village to timely and accurately complete any accounting or reporting requirements applicable to the Village related to the transactions under this Agreement;

(k) No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against the Developer is pending or, to the Developer's knowledge, threatened which has adversely affected, or could reasonably be expected to adversely affect, the Project or the Developer's ability to satisfy all of its obligations under this Agreement, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing; and

(l) To the Developer's knowledge, there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property.

5.3 Execution Representations and Warranties. The person signing this Agreement on behalf of the Developer represents and warrants that they have full power and authority to execute this Agreement on behalf of the Developer and to bind the Developer to the terms and conditions of this Agreement.

5.4 Repeating Representations. On each Payment Date, the Developer shall, upon reasonable written request of the Village not more than once annually, certify in writing that the representations, warranties and covenants set forth in Sections 5.1 and 5.2 are true and correct in all material respects as of each Payment Date. Provided that if the Developer cannot provide such recertification because of any event, condition or circumstance occurring after the date hereof which would render such recertification untrue, the Developer shall provide the Village with written notice of such a Default. Upon receiving any such notice, the Village shall have the right to waive its remedies with regard to such a Default or to pursue any remedies provided to the Village in Section 8.1 as a result of such a Default (subject to the notice and cure provisions of that section.

5.5 Cooperation. The Developer warrants that it shall exercise reasonable diligence and expend commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VI – VILLAGE REPRESENTATION AND WARRANTIES

6.1 Village Representations and Warranties. The Village represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Village expenditures required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the Village have full authority to do so. Upon execution, this Agreement and any agreement that the Village is required to give under this Agreement, when executed and delivered, will constitute legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms.

ARTICLE VII – DEFAULTS

7.1 Default. Any one or more of the following shall constitute a "**Default**" under this Agreement to the extent that the condition below continues after the expiration of the applicable notice and cure period set forth in Article VIII, below:

(a) The Developer fails to timely and fully perform, or comply with (in any material respect) any material obligation, term or condition of this Agreement;

(b) Any representation or warranty made by the Developer in this Agreement shall prove to have been false in any material respect as of the time when made or given;

(c) The Developer (or any successor to the Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to affect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or the Developer (or any successor to the Developer), shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets, provided that such restriction shall not prevent the Developer from selling the Property in an arm's length, third party transaction consistent with Article X below.

ARTICLE VIII– REMEDIES

8.1 **Remedies**. In the event of a Default, the Village shall provide written notice to the Developer of the Default (the "**Default Notice**"); however, the Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 7.1(c).

(a) The Default Notice shall provide the Developer at least thirty (30) days to cure a default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the default, if the Developer promptly commences activities to cure the default in good faith and diligently pursues such activities to fully cure the default.

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the following rights and remedies (together with the right to bring lawsuits to enforce such remedies) available in law or in equity, including, but not limited to, all or any of the following:

(i) The Village may recover from the Developer all damages, costs and expenses, including but not limited to reasonable attorneys' fees incurred by the Village directly arising out of a Default, or may offset such costs against payments due to the Developer under the MRO.

(ii) The Village may postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations on the MRO consistent with Section 3.1 above, provided payments shall be resumed when all Defaults are cured.

(iii) The Village may terminate this Agreement only for an uncured material Default.

(c) The exercise or implementation of any one or more of these rights or remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement.

8.2 Lender Notice and Cure Rights. If the Developer has provided the Village with written notice of the name and address of any mortgage lender or other permitted secured party having a security interest in the Property or an assignment of the MRO, then the Village shall simultaneously provide any notice of Default to such lender or secured party. Any such lender or secured party shall have the right, but not the obligation, to cure such Default within the same cure period afforded to the Developer, plus an additional thirty (30) days, and the Village shall accept any such cure by such lender or secured party.

ARTICLE IX – SUCCESSORS AND ASSIGNS

9.1 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization of the Developer to assign or transfer its rights and obligations under this Agreement.

9.2 Assignment. This Agreement shall not be assigned by the Developer without the prior written consent of the Village (which may be withheld in the Village's reasonable discretion), except the Developer may, by written notice to the Village, but without the Village's consent, assign its rights and obligations under this Agreement (in whole or in part) to an affiliate of the Developer. As a condition to any assignment, the assignee shall execute and deliver to the Village an assumption agreement (in form and substance reasonably acceptable to the Village) whereby the assignee assumes the obligations assigned to it under this Agreement and acknowledges that it is bound by the terms of this Agreement. Upon any permitted assignment and assumption, the assigning Developer shall be released from liabilities and obligations arising after the effective date of such assignment, except for liabilities or obligations arising from any Default existing prior to such assignment. Upon completion of the Developer Obligations found in Article II, the Developer shall have the right, upon written notice to the Village, but without the Village's consent, to assign this Agreement and/or the MRO to any party.

9.3 Financing Transfers. The granting of a mortgage, deed of trust, security interest, or collateral assignment of this Agreement or the MRO to a bona fide lender shall not constitute an assignment requiring the Village's consent under this Agreement, provided the Developer gives the Village prompt written notice thereof.

ARTICLE X – TERMINATION

10.1 Termination. This Agreement shall terminate upon the earlier to occur of:

(a) termination by the Village of the District pursuant to Wis. Stat. §66.1105(7), or

(b) the Final Payment of the MRO is made, or

(c) termination by the Village pursuant to Section 1.3 of this Agreement; however, the termination of this Agreement shall not cause a termination of the rights and remedies of the Village or the Developer under this Agreement.

ARTICLE XI– NOTICES

11.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the Village:	If to the Developer:
Village of Menomonee Falls W156N8480 Pilgrim Road Menomonee Falls, WI 53051 Attn: Village Manager	Falls Industrial III, LLC 780 Elm Grove Road, Suite 120 Elm Grove, WI 53122. Attn: Dave Merrick

ARTICLE XII – APPLICABLE LAW

12.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Waukesha County, Wisconsin.

ARTICLE XIII – MISCELLANEOUS

13.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

13.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

13.3 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.4 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.5 No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

13.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

13.7 No Joint Venture. The Village is not a partner, agent or joint venture of or with the Developer.

13.8 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded against the Property by the Village in the office of the Register of Deeds for Waukesha County, Wisconsin, and, upon request of the Village, the Developer shall execute and deliver to the Village a memorandum of this Agreement for recording purposes, which shall be in a form and substance reasonably acceptable to the Developer and to the Village. Upon termination of this Agreement, the Village shall, upon written request of the Developer, execute and deliver a recordable release or termination of any memorandum of this Agreement previously recorded against the Property.

13.9 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason (other than money) of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, labor strike, unavailability of labor, pandemic or widespread illness (and any governmental restrictions related thereto), unavailability or exorbitant cost of materials, delays in utility service or utility installation, delays in permitting, inspections, or governmental approvals, unusually severe weather, adverse weather conditions affecting site work, paving, or exterior construction, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

13.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

13.11 **Recitals**. The RECITALS set forth above are true, accurate and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VILLAGE: VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

Attest: _____
Name: Amy Dishinger, Village Clerk

DEVELOPER: FALLS INDUSTRIAL III, LLC

By: _____

Name: Jason Luther

Title: President and Manager

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2026, the above named Jeremy Walz and Amy Dishinger, the Village President and the Village Clerk of the Village of Menomonee Falls, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission expires _____

STATE OF WISCONSIN)
)
WAUKESHA COUNTY

Personally came before me this _____ day of _____, 2026, the above named Jason Luther, the President and Manager of Falls Industrial III, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission expires _____

Exhibit

A

Property

The Property is outlined in red below, identified by Tax Parcel MNFV0003977, and legally described as Parcel 1 of Certified Survey Map No. 6001.



EXHIBIT B

Required Documentation

1. Title Evidence. A title commitment or title status report issued by a title insurance company licensed to do business in Wisconsin identifying the Developer as the current owner of the fee interest in the Property, or, if the Developer has not yet acquired title, identifying the current owner and evidencing the Developer's contractual right to acquire the Property, and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Exceptions**"). None of the Exceptions shall materially interfere with the development and use of the Project. Updated title evidence showing Developer as fee owner shall be delivered within ten (10) days after closing.

2. Approvals. Documentation confirming that the Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the intended construction. The Developer shall also provide copies of all approvals by all applicable government bodies and agencies.

3. Plans and Specifications. A copy of the final plans and specifications ("**Final Plans**") for the intended construction related to the Developer Improvements and the Project, in sufficient detail for issuance of the applicable building permits. The Final Plans shall be signed or sealed only by those design professionals whose signatures or seals are required by applicable law, and approved by the Developer.

EXHIBIT C
MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WAUKESHA
VILLAGE OF MENOMONEE FALLS

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("**MRO**")

Number	Date of Original Issuance	Amount
___-R-26	July 20, 2026	Tax Increment less Annual Administrative Costs

FOR VALUE RECEIVED, the Village of Menomonee Falls, Waukesha County, Wisconsin (the "**Village**"), promises to pay to Falls Industrial III, LLC, a Delaware limited liability company (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Tax Increment described below, without interest.

This MRO shall be payable by the Village in installments of principal due on October 31 (the "**Payment Dates**") in each of the years following commencement of the Project by the Developer, with the amounts and timing of such payments estimated on the schedule attached hereto as **Schedule 1**.

This MRO has been issued to finance projects within the Village's Tax Incremental District No. 21 (the "District"), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on July 20, 2026, by the Village Board of the Village (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement (for TID 21) dated as of July 20, 2026 by and between the Village and the Developer (the "**Development Agreement**"). (Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.) This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the Property (as defined in the Development Agreement) and appropriated by the Village Board to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

Notwithstanding anything herein or in the Development Agreement to the contrary, the Village shall have no obligation to pay any amount of this MRO which remains unpaid after the District is terminated.

At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

Provided that the Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31 of the first year following Available Tax Increment, and continuing to (and including) October 31, 2047 (a "**Payment Date**"). Notwithstanding the previous sentence, in the event that the Value Increment is less than $13,630,000, the following year's MRO payment shall be the Available Tax Increment. If the Tax Increment is less than the Administrative Cost in any year during the term of the MRO, the Village shall deduct the unpaid Administrative Costs from the following years MRO payment. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2047 (the "**Final Payment Date**"). Upon the Final Payment Date, the MRO shall terminate, and the Village's obligation to make any payments under the MRO shall be discharged, the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

This MRO is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the Village, except the above- referenced Revenues, is or shall be a source of payment of the Village's obligations hereunder.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, upon prior written notice to the Village and otherwise in accordance with the terms of the Development Agreement. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, if permitted by the Village, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Menomonee Falls has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF MENOMONEE FALLS

By: _____
Name: Jeremy Walz, Village President

(SEAL)

Attest: _____
Name: Amy Dishinger, Village Clerk

Schedule 1

Payment Schedule

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make the following payments on the MRO to the Developer:

Payment Date	**Payment Amount**
October 31, 2029	Tax Increment less $20,000
October 31, 2030	Tax Increment less $20,000
October 31, 2031	Tax Increment less $20,000
October 31, 2032	Tax Increment less $20,000
October 31, 2033	Tax Increment less $20,000
October 31, 2034	Tax Increment less $5,000
October 31, 2035	Tax Increment less $5,000
October 31, 2036	Tax Increment less $5,000
October 31, 2037	Tax Increment less $5,000
October 31, 2038	Tax Increment less $5,000
October 31, 2039	Tax Increment less $5,000
October 31, 2040	Tax Increment less $5,000
October 31, 2041	Tax Increment less $5,000
October 31, 2042	Tax Increment less $5,000
October 31, 2043	Tax Increment less $5,000
October 31, 2044	Tax Increment less $5,000
October 31, 2045	Tax Increment less $5,000
October 31, 2046	Tax Increment less $5,000
October 31, 2047	Tax Increment less $5,000
	Total

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Menomonee Falls, Waukesha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Village and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Village Clerk

TID 21 Outline

- The Developer anticipates constructing an approximately 138,000 square foot industrial with a Value Increment of not less than $13,630,000 by January 1, 2028.

- The Development Agreement provides an MRO to offset construction costs and attract a user for the approximate 138,000 square foot building. The amount of the MRO would be the Tax Increment received by the Village in each year attributable to the development, less administrative costs. The first payment of the MRO is estimated to occur in 2029, with the last payment estimated to occur in 2047. The estimated MRO payments, likely occurring over 19 years, could total approximately $3,020,000.

General Government Committee **4.**

Meeting Date:	07/20/2026
Topic:	Resolution adopting a Sanitary Sewer Service Area Amendment
From:	Matt Carran, Director of Economic Development & Tourism
Department:	Administration
Date of Committee Action (if required):	07/20/2026
Date of Village Board Action (if required):	07/20/2026

Information

Subject:

Consideration of a Resolution adopting a sanitary sewer service area amendment and requesting Milwaukee Metropolitan Sewerage District amend their facilities plan to be consistent with the sanitary sewer service amendment.

Background Information:

While working with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) on a minor sewer service boundary amendment to accommodate the Bella Vista subdivision in 2021, SEWRPC stated they would rather review one more large sewer service boundary amendment, as opposed to many smaller amendments. As such, they requested the Village include the entire community with its next boundary amendment.

On June 26, 2023, the Village requested SEWRPC revise the Menomonee Falls Sewer Service Area Plan to include the entire Village within the approved sewer service limits – as requested by SEWRPC. While looking into this in more detail, the Village contemplated adding additional lands to the Menomonee Falls sewer service area tributary to Milwaukee Metropolitan Sewerage District (MMSD).

The Village hired a consultant to analyze infrastructure costs if additional land was added to MMSD, and after it was found to be feasible, began conversations with the DNR, MMSD, and SEWRPC. Over the course of the next three years, the Village looked at several different MMSD boundary amendments.

Key Issues for Consideration:

The Sanitary Sewer Service Amendment (SSSA) has been approved by SEWRPC and submitted to the Wisconsin Department of Natural Resources (WDNR) for their approval. The Village is requesting MMSD amend their sanitary service boundary to be consistent with the recently approved SEWRPC Amendment. MMSD requires a formal resolution from the Menomonee Falls Village Board making this request.

Action By Committee or Village Board:
Approve the attached Resolution

Attachments

SEWRPC approval
Resolution

#270600v3
300-3000
BRM/DPH/mid
1/26/2026; 12/30/2025

Community Assistance Planning Report No. 208 (2nd Edition)

SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Chapter 1

INTRODUCTION

1.1 BACKGROUND

On July 12, 1979, the Southeastern Wisconsin Regional Planning Commission (Commission) adopted a regional water quality management plan for Southeastern Wisconsin. The plan is aimed at achieving clean and wholesome surface waters within the seven-county Region, surface waters that are "fishable and swimmable."[1]

The plan has five basic elements: 1) a land use element, consisting of recommendations for the location of new urban development in the Region and for the preservation of primary environmental corridors and prime agricultural lands; 2) a point source pollution abatement element; 3) a nonpoint source pollution abatement element; 4) a sludge management element, consisting of recommendations for the handling and disposal of sludges from sewage treatment facilities; and 5) recommendations for the establishment of continuing water quality monitoring efforts in the Region.

The point source pollution abatement element of the regional water quality management plan includes recommendations concerning the location and extent of sanitary sewer service areas; the location, type, and capacity of, and the level of treatment to be provided at, sewage treatment facilities; the location and configuration of intercommunity trunk sewers; and the abatement of pollution from sewer system overflows

---

[1] *The adopted areawide water quality management plan is documented in SEWRPC Planning Report No. 30,* A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*, dated 1978-1979, as amended.*

and from industrial wastewater discharges. As part of the point source pollution abatement element, the initially adopted regional water quality management plan delineated a generalized sanitary sewer service area for each sanitary sewerage system in the Region. Nearly all of the initially adopted, generalized sewer service areas have now been refined and detailed through local sewer service area planning studies in order to reflect local as well as regional planning objectives. In each case, the refined sewer service area has been adopted as part of the areawide water quality management plan. The currently adopted sanitary sewer service areas in the Region are shown on Map 1.1.

In Southeastern Wisconsin, local sewer service area plans are prepared through a cooperative planning process involving the local unit of government responsible for operation of the sewage treatment facility, the Commission as the designated areawide water quality management planning agency, and the Wisconsin Department of Natural Resources, pursuant to the provisions of Chapter NR 121 of the *Wisconsin Administrative Code*. Following initial adoption, sanitary sewer service area plans may be amended in response to changing conditions and needs, subject to Chapter NR 121.

Sanitary sewer service area plans have a direct bearing on where sanitary sewers may be provided. Under State administrative rules, sanitary sewers may be extended only to lands located within a planned sewer service area adopted as part of an areawide water quality management plan. The inclusion of land in a sanitary sewer service area enables, but does not mandate, the provision of sewer service. Sanitary sewer service area plans also identify environmentally significant lands to which the extension of sewer service is prohibited or otherwise restricted.

Section NR 110.08(4) of the Wisconsin *Administrative Code* requires that the Wisconsin Department of Natural Resources (WDNR), with respect to public sanitary sewers, make a finding that all proposed sanitary sewer extensions are in conformance with adopted areawide water quality management plans, including the sanitary sewer service areas identified in such plans. In carrying out their responsibilities in this respect, the WDNR require that the Commission, as the designated areawide water quality management planning agency for Southeastern Wisconsin, review and comment on each proposed sewer extension as to its relationship to the approved plan and sewer service areas. With respect to private sanitary sewers, it should be noted that conformance letters are no longer required to be included in the application materials to the Wisconsin Department of Safety and Professional Services for private sanitary sewer extensions; however, private sewers are still required to conform with the Commission's adopted regional water quality management plan, and conformance reviews by the Commission are the correct process for confirmation of conformity.

1.2 SEWER SERVICE AREA PLANNING FOR THE VILLAGE OF MENOMONEE FALLS

A sewer service area plan was first completed for the Menomonee Falls sewer service area in 1993. Documented in SEWRPC Community Assistance Planning Report No. 208, *Sanitary Sewer Service Areas for the Villages of Lannon and Menomonee Falls*, that plan was adopted by the Village of Lannon on June 14, 1993, by the Village of Menomonee Falls on June 7, 1993, and by the Commission on June 16, 1993; and was approved by the Wisconsin Department of Natural Resources on September 10, 1993. That first edition sewer service area plan has been amended seven times.

By email dated June 26, 2023, the Village of Menomonee Falls requested that the Commission revise the Menomonee Falls sewer service area plan. The Village-proposed plan amendment would add the remaining lands located outside of the currently adopted sewer service area but immediately adjacent to the northern and southern extents of the adopted sewer service area. The plan revision includes the consideration of local and county comprehensive plans; 2020 Wisconsin Wetlands Inventory; new FEMA floodplain maps; 2020 environmental corridors; and year 2022 orthophotography for the area. The revised sewer service area plan is presented in this second edition of SEWRPC Community Assistance Planning Report No. 208.

Community Assistance Planning Report No. 208 (2nd Edition)

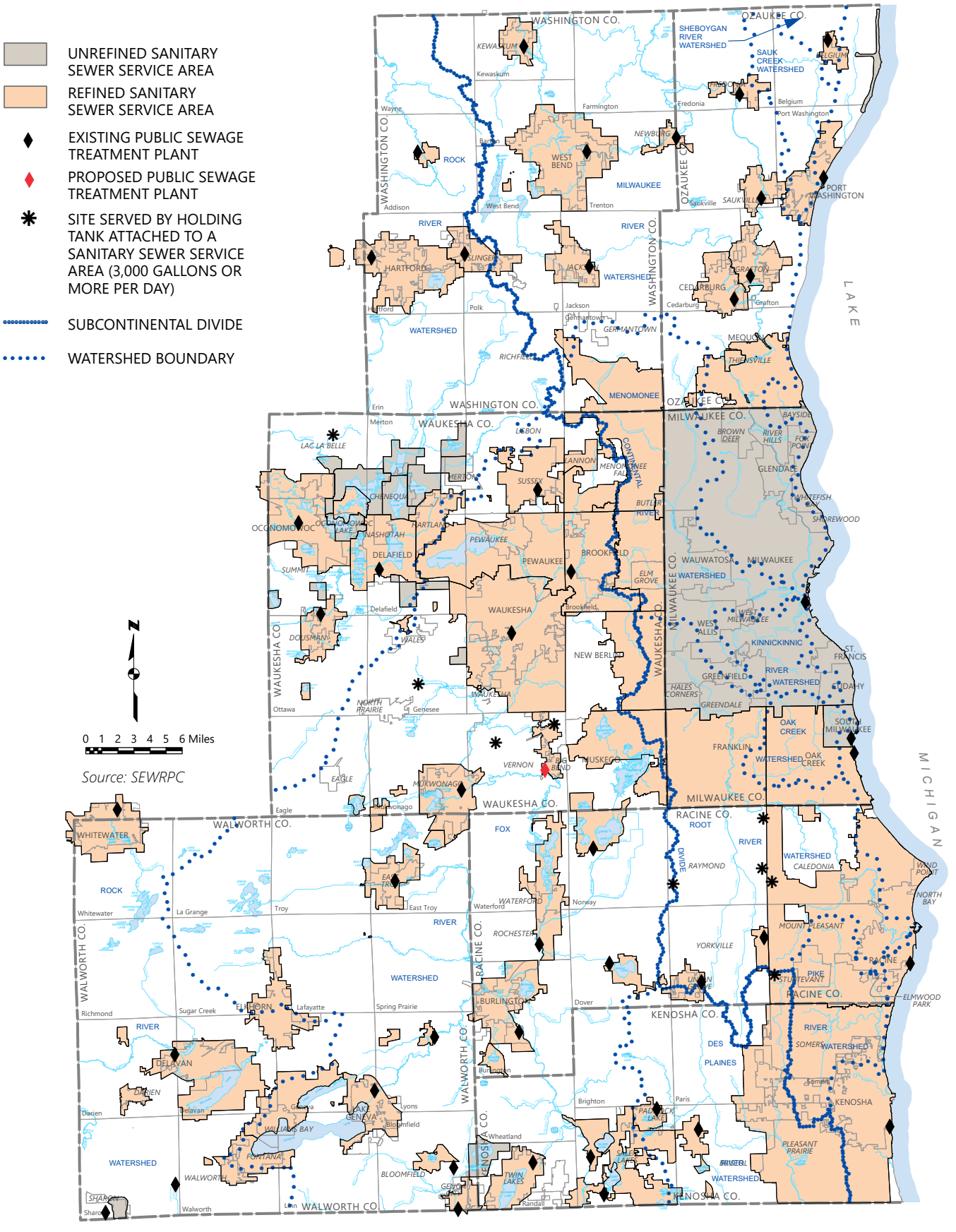
SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Chapter 1

INTRODUCTION

MAPS

Planned Sanitary Sewer Service Areas in the Region: December 2025



Map Document: (G:\Publication_Templates\Thematic_Map_Templates_mxds\SSA_Region_Publication_Template.mxd)
12/21/2025 -- 6:26:32 AM

Community Assistance Planning Report No. 208 (2nd Edition)

SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Chapter 2

PLANNED SANITARY SEWER SERVICE AREA

2.1 INTRODUCTION

A sanitary sewer service area plan is a long-range plan that is intended to serve as a guide to the extension of sanitary sewer service in a locality. A sewer service area plan identifies a planned sewer service area within which sanitary sewers may be extended. The inclusion of land within a planned sewer service area enables, but does not mandate, the provision of sanitary sewer service.

A sanitary sewer service area plan also identifies environmentally significant lands within the planned sanitary sewer service area. There are certain restrictions on the provision of sanitary sewer service within the identified environmentally significant lands, as described later in this chapter.

2.2 CURRENTLY ADOPTED MENOMONEE FALLS SANITARY SEWER SERVICE AREA

The currently adopted sanitary sewer service area plan for the Menomonee Falls area is documented in Community Assistance Planning Report No. 208 dated June 1993, as amended seven times, the latest of these having been adopted in 2022. The currently adopted Menomonee Falls sanitary sewer service area is shown as the blue-shaded area on Map 2.1 and encompasses an area of about 15,971 acres (about 25.0 square miles).

2.3 PROPOSED REVISIONS TO THE MENOMONEE FALLS SANITARY SEWER SERVICE AREA

The two revisions to the currently adopted Menomonee Falls sanitary sewer service area proposed in this plan amendment are also shown on Map 2.1. The proposed revisions were identified by Village of Menomonee Falls officials in consultation with the Regional Planning Commission (Commission) staff. It is the Village's intention to include in the planned sewer service area all land that is presently located within, or in the future will be located within, the Village corporate limits. The proposed revisions to the sewer service area are described below.

The areas proposed by the Village of Menomonee Falls to be added to the sewer service area encompass a total of 5,248 acres. This includes 842 acres of existing (2020) urban land, including existing residential, commercial, and industrial uses and street rights-of-way; about 2,355 acres of environmentally significant lands; and about 2,051 acres of agricultural and other open land.

Under the Village comprehensive plan, the developable land within the Village-proposed revisions to the sewer service area would be developed or redeveloped primarily for residential uses except clusters of existing single family lots, Conservation Development Districts, and a 45 acre parcel with 35 acres currently classified for Park/Open Space being developed with a middle and elementary school. The planned residential areas within the Village-proposed additions to the sewer service area would accommodate an estimated population of about 15,849 people under full development conditions.

Areas identified as tributary to Milwaukee Metropolitan Sewerage District (MMSD) reflect existing sanitary sewer service connections and/or areas located within the current MMSD planning area boundary. However, there are additional areas proposed to be tributary to MMSD identified by the Village that are currently outside of the existing MMSD planning area boundary. It should be noted that wastewater flows from those areas in the Village to be added to the MMSD service area cannot be accepted until the next MMSD facilities plan has been approved.

2.4 PROPOSED EXPANDED MENOMONEE FALLS SANITARY SEWER SERVICE AREA

Map 2.2 shows the expanded Menomonee Falls sanitary sewer service area as proposed by the Village. Map 2.2 also shows the environmentally significant lands within and adjacent to the proposed expanded sewer service area. The expanded sewer service area encompasses, in total, about 21,219 acres (33.2 square miles), an increase of 5,248 acres (8.2 square miles), or 33 percent, over the currently approved sewer service area.

The identified environmentally significant lands encompass about 5,542 acres, or 26 percent of the total sewer service area.

Population Within the Proposed Sewer Service Area

The updated year 2050 regional land use plan (VISION 2050) adopted by the Commission in 2024 includes a future population range for each sanitary sewer service area in Southeastern Wisconsin. Under the regional land use plan, the year 2050 population of the Menomonee Falls East sewer service area (tributary to the Milwaukee Metropolitan Sewerage District) would range from 36,864 persons under an intermediate growth scenario to about 41,834 persons under a high-growth scenario; the year 2050 population of the Menomonee Falls West sewer service area (tributary to the Village of Sussex sewage treatment plant) would range from 9,960 persons under an intermediate growth scenario to about 13,050 persons under a high-growth scenario. The planned population of the Menomonee Falls sewer service area under the 2050 stage of the regional land use plan ranges from 46,824 to 54,884 under the intermediate and high-growth scenarios. The expanded Menomonee Falls sewer service area would accommodate a "buildout" population of about 56,975 people. This represents the population that would be achieved, assuming full development of all planned residential areas within the expanded sewer service area at the locations and densities specified in the Village comprehensive plan. This population level lies within 4 percent of the high-growth end of the range of population levels envisioned under VISION 2050. Under the regional land use plan, the year 2050 population for the Village of Lannon sewer service area would range from 2,360 persons under an intermediate growth scenario to about 3,930 persons under a high-growth scenario. There are no changes proposed to the existing Village of Lannon sewer service area.

Environmentally Significant Lands Within the Proposed Sewer Service Area

The environmentally significant lands shown on Map 2.2 include areas identified as primary and secondary environmental corridors, isolated natural resource areas, and small wetlands and surface water areas less than five acres in size located outside the environmental corridors and isolated natural resource areas. These environmentally significant lands were updated to reflect existing conditions as shown on the 2022 aerial photography and any field delineations conducted by Commission staff. More detailed mapping of the proposed sewer service area and of the environmentally significant lands located within and adjacent to the sewer service area are shown in the series of maps presented as Map 2.4.

The environmental corridors and isolated natural resource areas were delineated by the Commission as part of its continuing regional planning program. They encompass concentrations of wetlands, woodlands, wildlife habitat, surface water, and other natural resource and resource-related features. Primary

environmental corridors are the largest of these, by definition being at least 400 acres in area, two miles in length, and 200 feet in width. Secondary environmental corridors are by definition at least 100 acres in area and one mile in length. Isolated natural resource areas are by definition at least 5 acres in area and 200 feet in width. The methodology used in the identification of these areas is explained in Appendix A of this report.

The proposed expanded sanitary sewer service area encompasses 3,752 acres of primary environmental corridors (18 percent of the sewer service area), 321 acres of secondary environmental corridors (2 percent of the sewer service area), and 497 acres of isolated natural resource areas (2 percent of the sewer service area). The proposed sewer service area also encompasses a total of 372 acres of small wetlands and surface water areas located outside the environmental corridors and isolated natural resource areas, accounting for 2 percent of the sewer service area.

Included in the environmental corridors and isolated natural resource areas shown on Map 2.2 are certain floodplain areas that do not currently have the resource features to be classified as environmental corridors or isolated natural resource areas, but that may eventually revert to more natural conditions and become part of the system of environmental corridors and isolated natural resource areas. These areas are shown in blue on Map 2.3, together they encompass a total of 204 acres.

Restrictions on Sewered Development in Environmentally Significant Areas

The regional land use and water quality management plans recommend the preservation of primary environmental corridors in essentially natural, open use and recommend that County and local units of government consider protecting and preserving secondary environmental corridors and isolated natural resource areas. Consistent with regional plans, policies adhered to by the Wisconsin Department of Natural Resources in their regulation of sanitary sewerage systems prohibit or otherwise limit the extension of sanitary sewers to serve development in such areas. With respect to restrictions related to private sanitary sewers in environmentally significant areas, it should be noted that conformance letters are no longer required to be included in the application materials to the Wisconsin Department of Safety and Professional Services for private sanitary sewer extensions; however, private sanitary sewers are still required to conform with the Commission's adopted regional water quality management plan, and conformance reviews by the Commission are the correct process for confirmation of conformity.

In both cases, the following restrictions apply:

1. The extension of sanitary sewers to serve new development in primary environmental corridors is confined to limited recreational and institutional uses and rural-density residential development (maximum of one dwelling unit per five acres) in areas other than wetlands, floodlands, riparian buffers, and steep slopes. Primary environmental corridors within the proposed Menomonee Falls sewer service area are shown with a green background color on Map 2.2.[1]

2. The extension of sanitary sewers to serve development in portions of secondary environmental corridors and isolated natural resource areas comprised of wetlands, floodlands, riparian buffers, or steep slopes is not permitted. The portions of secondary environmental corridors and isolated natural resource areas comprised of wetlands, floodlands, riparian buffers, or steep slopes within the proposed sewer service area are identified with a brown background color on Map 2.2.

It should be recognized that the mapping of environmentally significant areas as presented in this report is a representation of conditions based upon the most recent available natural resource base information. It is expected that in many cases, as specific development proposals arise, a field survey will be necessary to more precisely identify the boundaries of environmental corridors and isolated natural resource areas in the vicinity of the proposed development.

2.5 WATER QUALITY IMPACTS

Under the regional water quality management plan and the Menomonee Falls sanitary sewer service area plan presented herein, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. The restrictions on sewered urban development in environmentally significant areas, described in the previous section, are intended to avoid significant

[1] *Consistent with the year 2050 regional land use plan, in lieu of recreational or rural density residential development, up to 10 percent of the upland corridor area in a parcel may be disturbed in order to accommodate urban residential, commercial, or other urban development under the following conditions: 1) the area to be disturbed is compact rather than scattered in nature; 2) the disturbance area is located on the edge of a corridor or on marginal resources within a corridor; 3) the development does not threaten the integrity of the remaining corridor; 4) the development does not result in significant adverse water quality impacts; and 5) development of the remaining corridor lands is prohibited by conservation easement or deed restriction. Each proposal must be reviewed on a case-by-case basis.*

adverse water quality impacts attendant to the extension of sanitary sewer service. In addition, public sanitary sewer service may be provided to those lands within the planned sanitary sewer service area which are already developed and served by private onsite wastewater sewage systems. This may be expected to reduce pollutant loadings from the existing onsite wastewater treatment systems to both surface and ground waters. Assuming that any applicable Federal, State, and local permits are obtained, and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sewer service area.

2.6 WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the residential areas in the Village of Menomonee Falls proposed to be added to the Village of Sussex SSSA will be conveyed through the collection system operated by the Village of Menomonee Falls Sanitary Sewer Utility and for select areas also the interceptor system operated by the Village of Lannon to be treated at the Village of Sussex Wastewater Treatment Plant (WWTP). The WWTP has a design capacity of 5.1 million gallons per day (mgd) on an average annual basis. The current total average annual flow rate to the WWTP is 2.89 mgd. The Village of Menomonee Falls has a wastewater average day flow allocation to the Village of Sussex WWTP of 1.1 mgd. The proposed addition to the Village of Sussex planned sewer service area would be 1,335 acres of residential land with an expected population of 10,375 people. The current average day flows from the Village of Menomonee Falls to the WWTP are 0.3 mgd and the anticipated sewage flow to be generated in the new residential area is expected to be approximately 1.3 mgd on an average annual basis. Thus, the WWTP has adequate capacity overall to treat sewage flows from the subject area, however the Village of Menomonee Falls allocation to the plant would be exceeded by 0.5 mgd. It is recommended that as the Village approaches their WWTP allocation a new allocation be negotiated between the Village of Sussex and the Village of Menomonee Falls. The Village of Sussex should also be aware that with full buildout of this portion of Menomonee Falls the WWTP will be at about 82 percent of capacity and facility planning should be initiated before that time.

A portion of the proposed areas to be added in the Village of Menomonee Falls are planned to be conveyed by the Lannon Interceptor Sewer to the Village of Sussex WWTP. This interceptor and the associated two lift stations are shown on Map 2.5. The Lannon Interceptor collects wastewater flow from the Villages of Lannon, Menomonee Falls, and Sussex as well as the Village of Lisbon (formerly the Town of Lisbon) and Lisbon Sanitary District No. 1 and is governed by an Intermunicipal Agreement (Agreement) between the Village of Lannon, the Village of Sussex, the Village of Lisbon, Lisbon Sanitary District #1, and the Village of Menomonee Falls. The Agreement was most recently amended and signed by the parties in 2019. The

interceptor sewer was sized for full buildout of its designated contributing areas, and the two lift stations were sized for 20-year growth. The Village of Menomonee Falls owns capacity in this interceptor as identified in the Agreement. The interceptor contributing area for the Village of Menomonee Falls north of the Village of Lannon (shown as hatched area on Map 2.5) already has capacity in the interceptor but does not have direct access to the interceptor. The selected infrastructure to route this northern area to the Lannon Interceptor Sewer should be cost effective. As development occurs inside of the hatched areas on Map 2.5, the Village of Menomonee Falls will need to coordinate requirements in accordance with the Agreement.

Wastewater from the areas in the Village of Menomonee Falls proposed to be added to the Milwaukee Metropolitan Sewerage District (MMSD) will be conveyed through the MMSD sewerage system and treated at the South Shore Water Reclamation Facility. The current size and capacity of the MMSD sewage conveyance and treatment facilities are set forth in the District's facility plan.[2] The 271 acres proposed to be added to the MMSD planned sewer service area in this amendment will be evaluated and included in a future update to the District's facility plan. The proposed areas are anticipated to be tributary to Sewershed MF3001. It should be noted that wastewater flows from the areas in the Village to be added to the MMSD service area cannot be accepted until the next MMSD facilities plan has been approved. With this amendment, the entirety of the Village of Menomonee Falls will be in either the Village of Sussex SSSA, the MMSD SSSA, or the Fox River Water Pollution Control Center.

2.7 PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on February 2, 2026, at the Menomonee Falls Village Hall to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Menomonee Falls and the Commission. A summary of the amendment was presented. The following written public comment was received prior to the hearing.

The Village of Lannon provided comments expressing concerns regarding the following: shortcomings in the participation process as it relates to the Village of Lannon and potential impacts to property owners within the Village; the lack of discussion and mention of the impact on the Lannon Interceptor Sewer and provisions of the associated 2019 Intermunicipal Agreement; the impact to the shared Lannon SSSA

[2] *Milwaukee Metropolitan Sewerage District (MMSD) 2050 Facilities Plan, March 2021, amended 2025.*

boundary with Menomonee Falls; updating of the environmental corridors within the Lannon SSSA; edits and corrections to mapping; and status and scheduling of the SSSA update.

In response to these concerns, Commission staff met with the Village of Lannon and took the following actions: consideration of the SSSA update was removed from the February 3, 2026 SEWRPC Planning and Research Committee agenda to allow Commission staff to address the comments from Lannon; text and a map were added to the SSSA update regarding the Lannon Interceptor Sewer; it was acknowledged during discussion with the Village of Lannon that the shared SSSA boundary between the Village of Lannon and Village of Menomonee Falls was not changed but it is possible that in the future the boundary between the two SSSAs could change. As areas develop a detailed sewer review can take place and changes to the shared SSSA boundary can be made at the request of both Villages.

Actions also included removing the changes to the upland portions of the corridors within the Village of Lannon SSSA boundary. Commission staff proposed updating the corridors within the Lannon SSSA boundary with new floodplain information. Commission staff would need to use new floodplain information connected to corridors in the Lannon SSSA when commenting on sanitary sewer extensions located in Lannon. Commission staff recommended that the Village of Lannon request an amendment to update the upland portion of the corridors within the Lannon SSSA boundary. The amendment process would include a public hearing jointly hosted by the Village of Lannon and the Commission. Commission staff provided the updated mapping and text of the SSSA update to both Villages for further review and comment, which has been incorporated into the SSSA update.

No other objections to the proposed amendment were expressed at the hearing.

2.8 LOCAL ACTION ON THE PLAN AMENDMENT

The Menomonee Falls Village Board approved the sewer service area amendment following the public hearing on February 2, 2026.

2.9 REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE

Appendix B provides job/housing balance information for the Village of Menomonee Falls developed under the Commission regional housing plan. The inclusion of information from the regional housing plan in sewer service area amendment reports is based upon a regional housing plan recommendation (one of 50 recommendations made under the plan) that 1) the Commission provide the findings of the approximate job/housing balance analysis conducted under the regional housing plan to communities requesting an amendment of their sanitary sewer service area and 2) for those communities with a job/housing imbalance, that recommendations be provided to the community for their future consideration in addressing that imbalance. However, it is important to note that the regional housing plan does not intend that meeting the job/housing balance is to be a requirement of any individual sewer service area amendment.

2.10 CONCLUDING RECOMMENDATION

The Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, and the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

  The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas.

The proposed sewer service area plan update is consistent with these recommendations of the regional land use plan.

- **Consistency with the Regional Water Quality Management Plan**

  The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Menomonee Falls urban service area be conveyed to and treated at the Village of Sussex wastewater treatment plant, the Milwaukee Metropolitan Sewerage District (MMSD) wastewater treatment plant, and the Fox River Water Pollution Control Center. The proposed sewer service area plan update is consistent with these recommendations of the regional water quality management plan.

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

  Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts. The proposed sewer service area plan update is consistent with these provisions of the Wisconsin Administrative Code.

- **Consistency with Procedural Requirements**

  As carried out by the Commission, the sewer service area plan update process must begin with a request to the Commission from the appropriate local unit of government or government agency to process the plan update. A public hearing must be held on the proposed plan update; and the hearing must be jointly sponsored by the Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the plan update as presented at the hearing, approve a modified plan update, or deny the plan update. Only after approval by the requesting agency or unit of government will the proposed plan update be considered for adoption by the Commission as an amendment to the areawide water quality management plan. All of the Commission's procedural requirements have been met for this plan update.

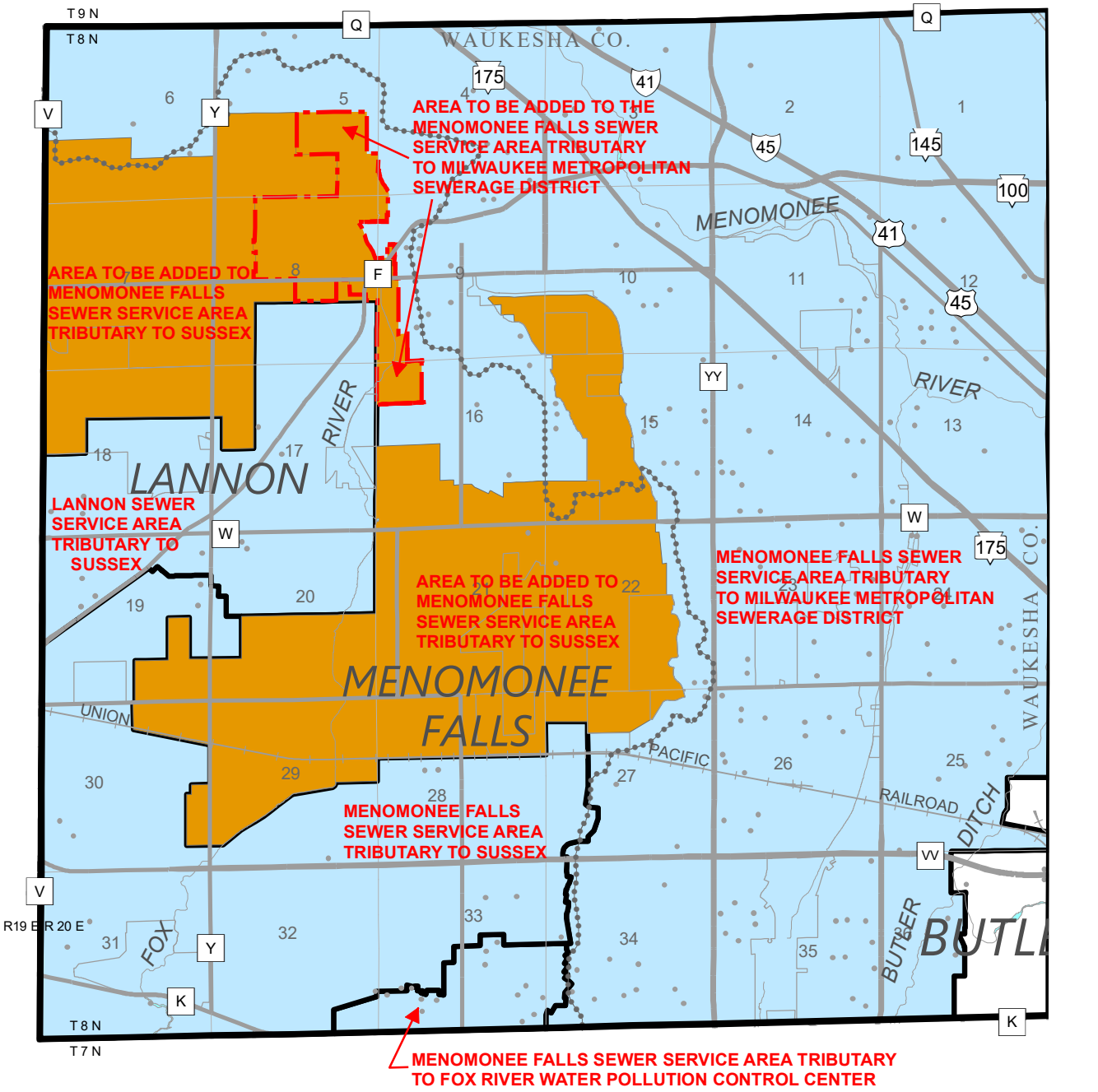
Given all of the foregoing, it is recommended that the Southeastern Wisconsin Regional Planning Commission formally update the Village of Menomonee Falls sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 208 (2nd Edition), in the manner shown on Map 2.2. It is also recommended that the Wisconsin Department of Natural Resources approve this sewer service area plan update and transmit the plan update to the U.S. Environmental Protection Agency for certification.

Chapter 2

PLANNED SANITARY SEWER SERVICE AREA

MAPS

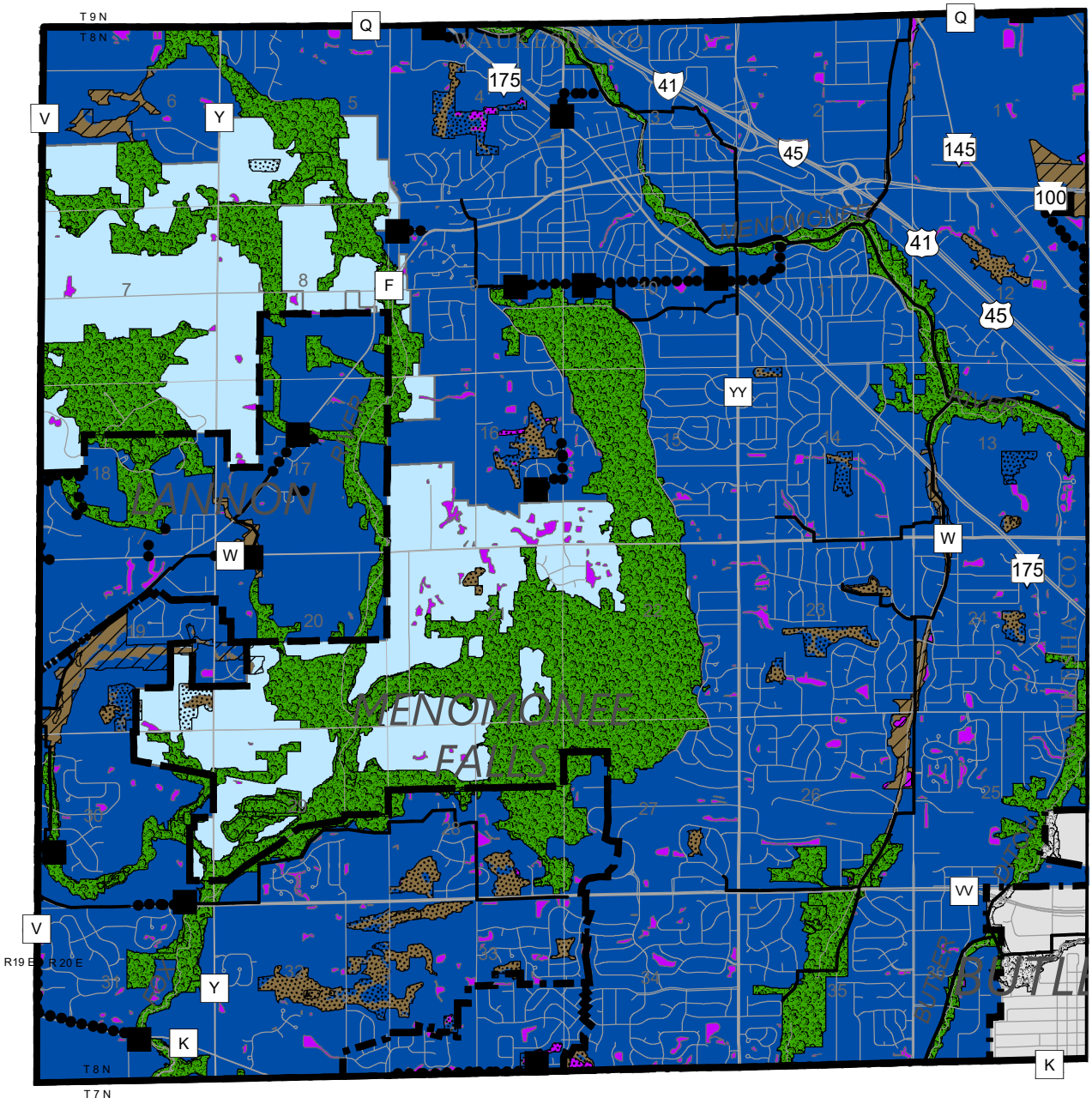
Map 2.1
Proposed Changes to the Village of Menomonee Falls Sanitary Sewer Service Area



Source: SEWRPC

Last Updated: May 7, 2026

Map 2.2
Village of Menomonee Falls Planned Sanitary Sewer Service Area



PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

EXISTING AREA SERVED BY SANITARY SEWER

VILLAGE OF MENOMONEE FALLS PLANNED SANITARY SEWER SERVICE AREA

WETLAND AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

PRIMARY ENVIRONMENTAL CORRIDOR WITHIN THE PLANNED SANITARY SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODPLAINS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDOR AND ISOLATED NATURAL AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THIS AREA IS NOT PERMITTED.

EXISTING FORCE MAIN

EXISTING GRAVITY MAIN

EXISTING LIFT STATION

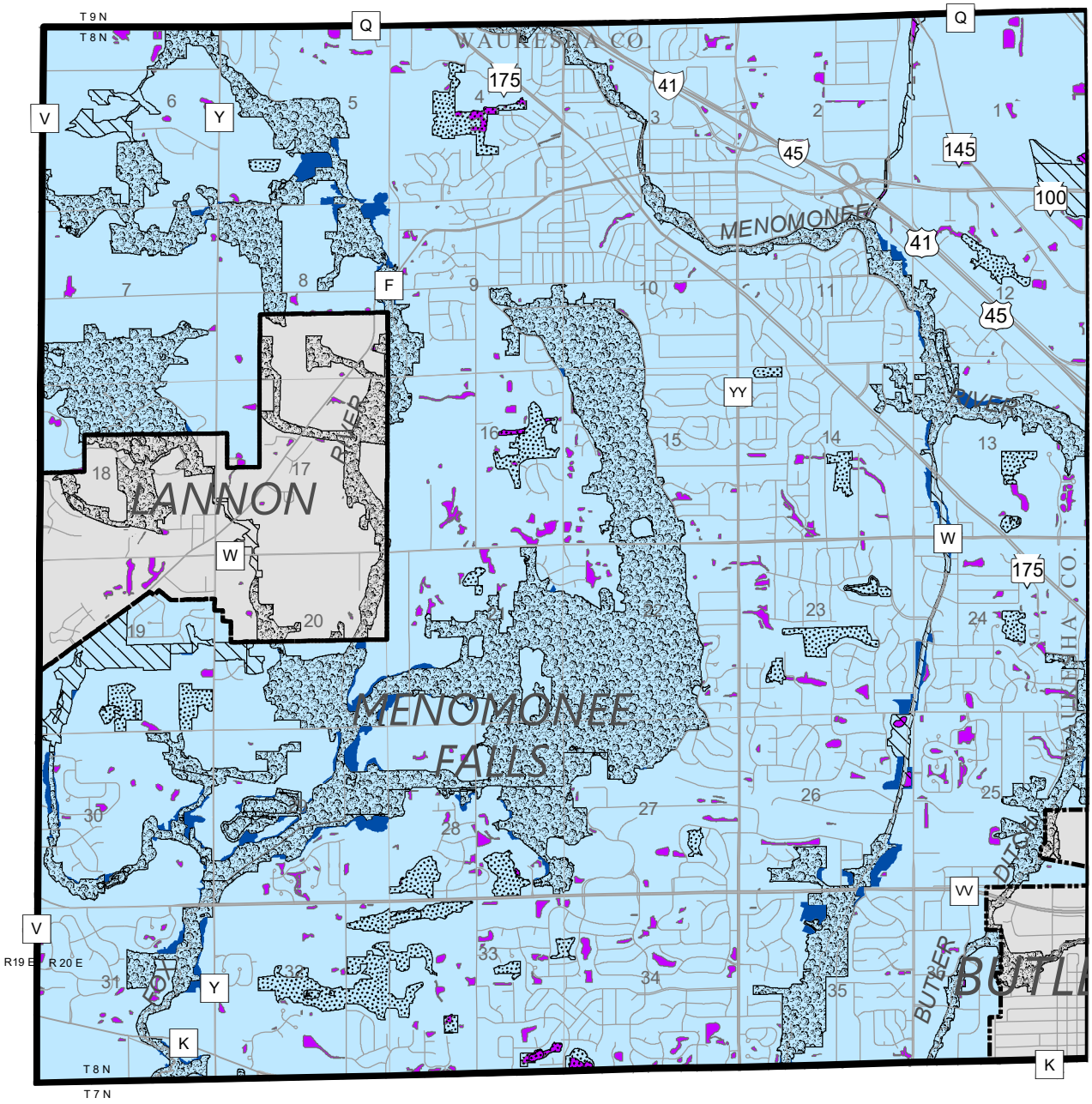
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC

Last Updated: May 7, 2026

Map 2.3
Anticipated Changes in the Envronmentally Significant Lands in the Village of Menomonee Falls Sewer Service Area



PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

MENOMONEE FALLS SANITARY SEWER SERVICE AREA

WETLAND AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

UNDEVELOPED FLOODPLAINS WITHIN THE MENOMONEE FALLS PLANNED SANITARY SEWER SERVICE AREA TO BE ADDED TO ADJACENT ENVIRONMENTAL CORRIDOR

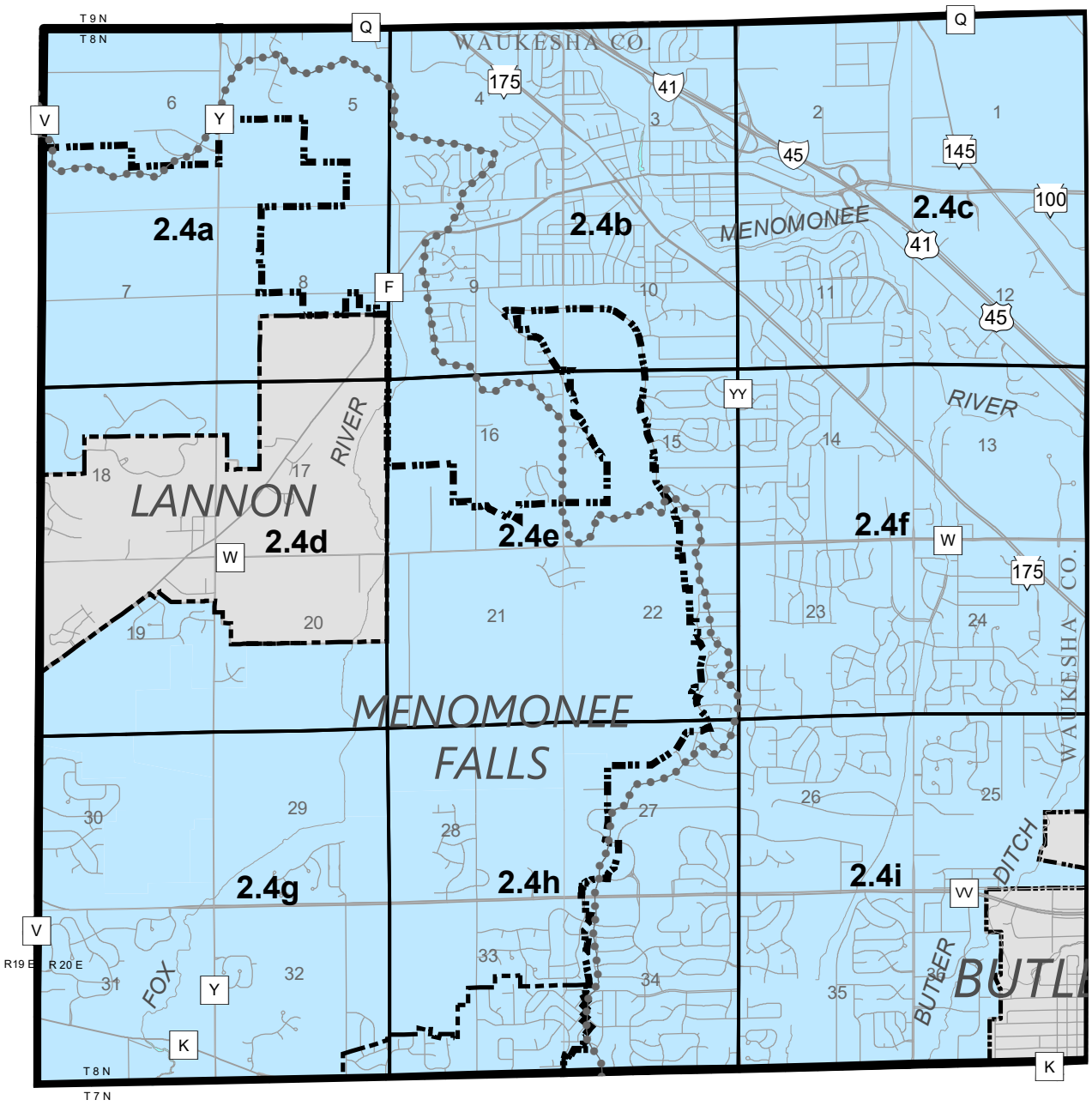
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC

Last Updated: May 7, 2026

Map 2.4
Index of Maps Showing the Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Menomonee Falls



MMSD PLANNED BOUNDARY

LANNON AND FOX RIVER WATER POLLUTION CONTROL CENTER BOUNDARY

N

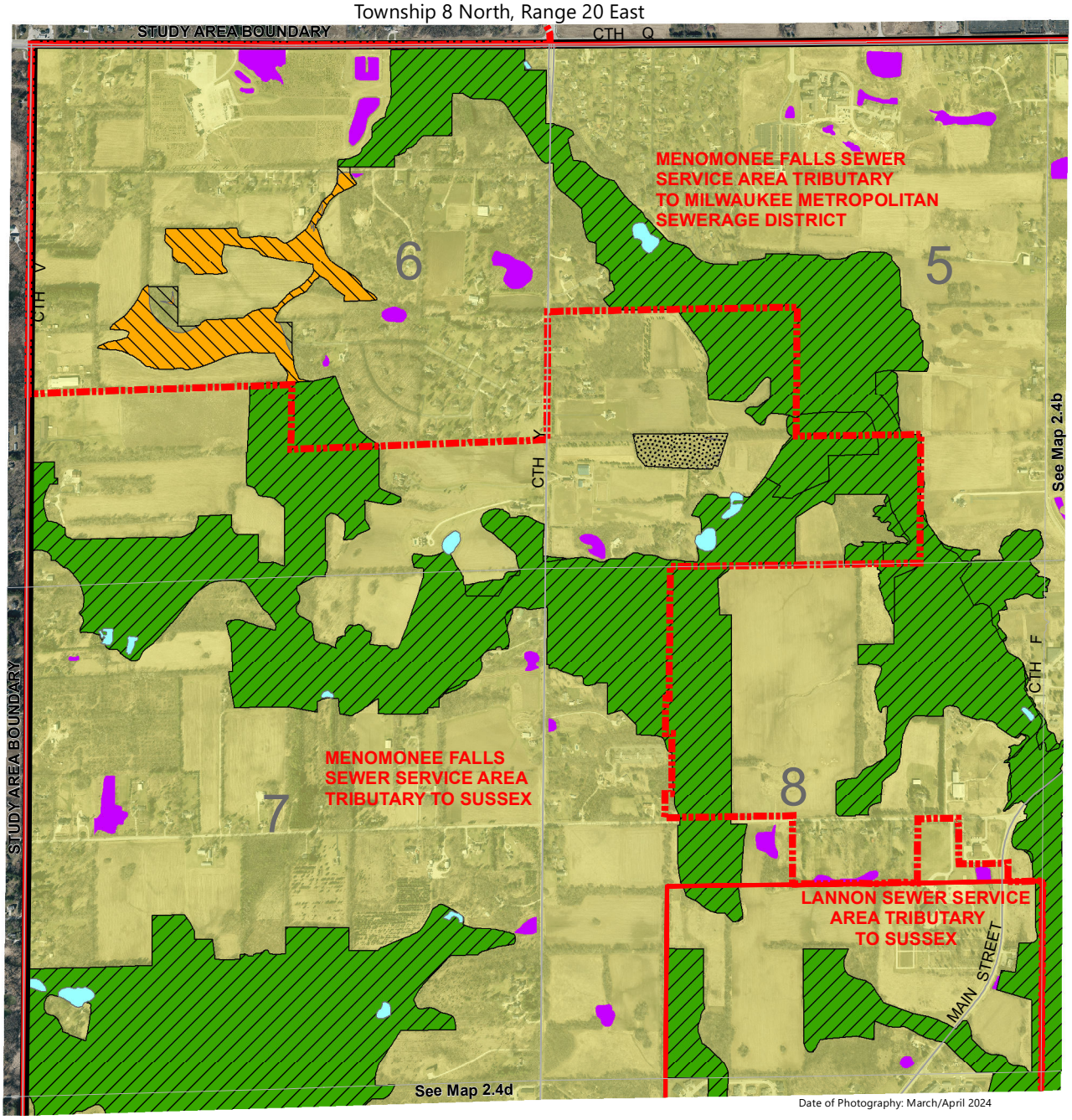
0 0.25 0.5 0.75 1 Mile

Source: SEWRPC

Last Updated: May 14, 2026

Map 2.4a
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 5, 6, 7, and 8
Township 8 North, Range 20 East



PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

MMSD PLANNED BOUNDARY

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

N

0 0.25 0.5 0.75 1 Mile

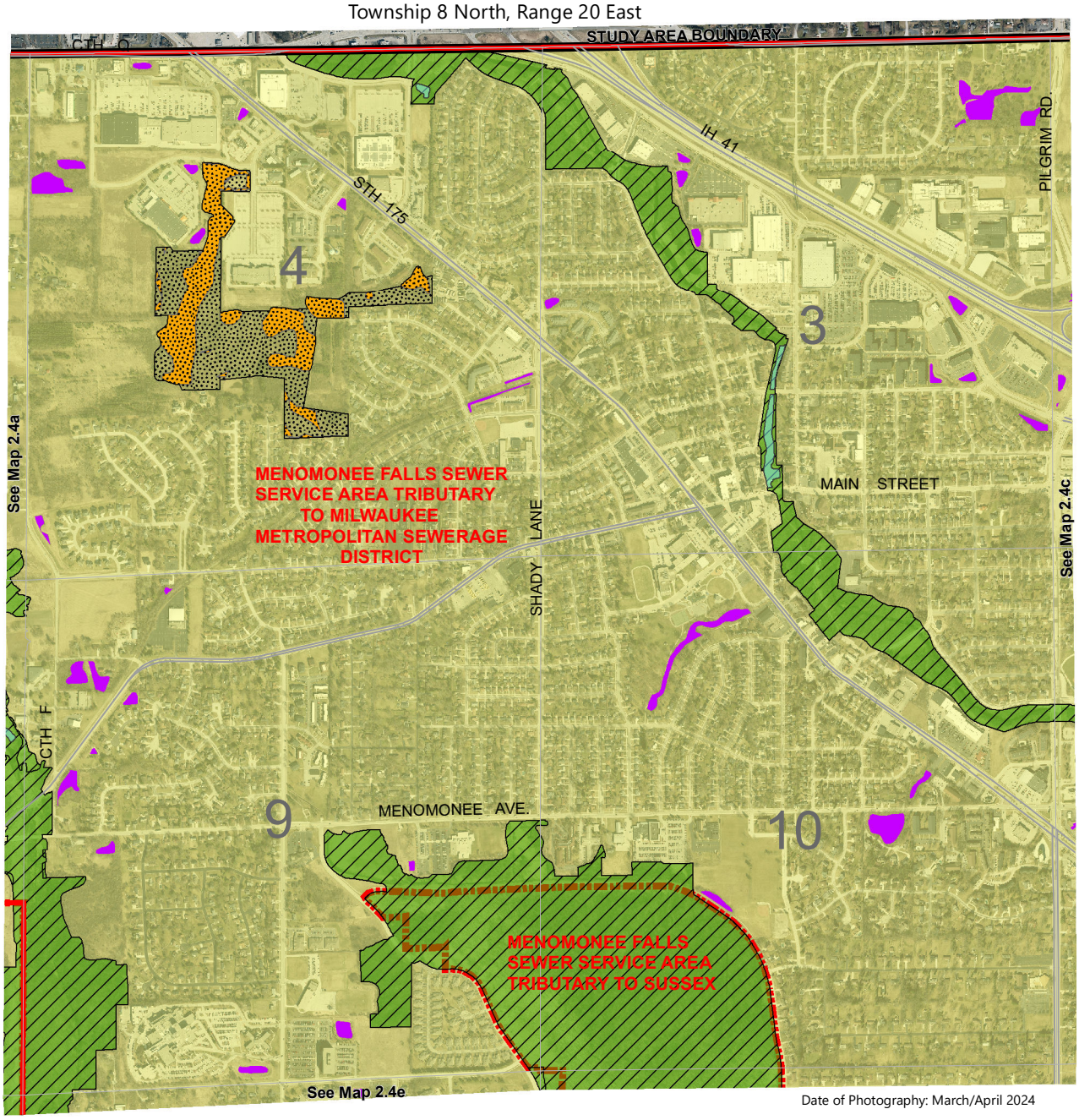
Source: SEWRPC

Last Updated: May 7, 2026

REVISED DRAFT

Map 2.4b
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 3, 4, 9, and 10
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

MMSD PLANNED BOUNDARY

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

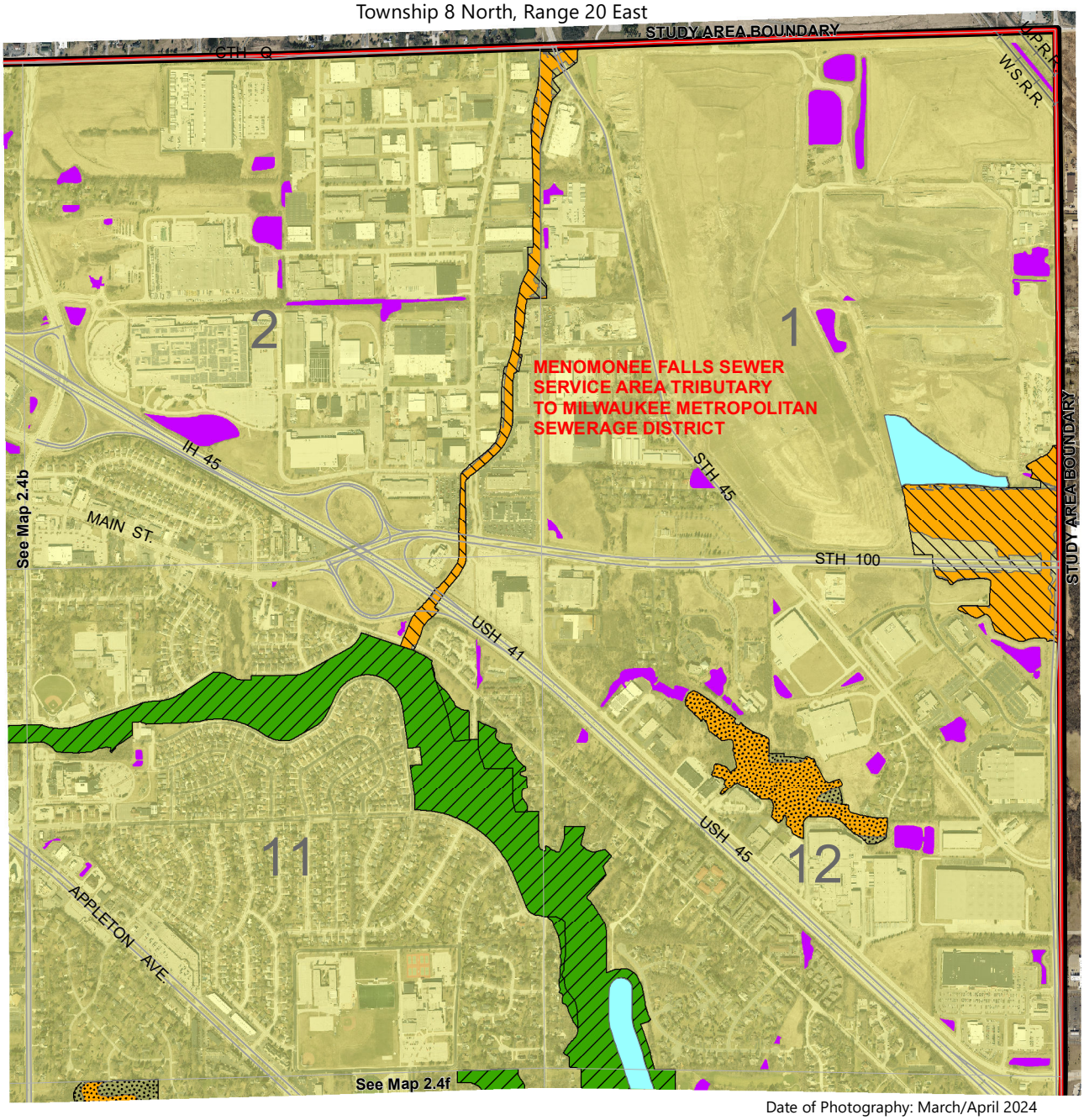
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4c
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 1, 2, 11, and 12
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

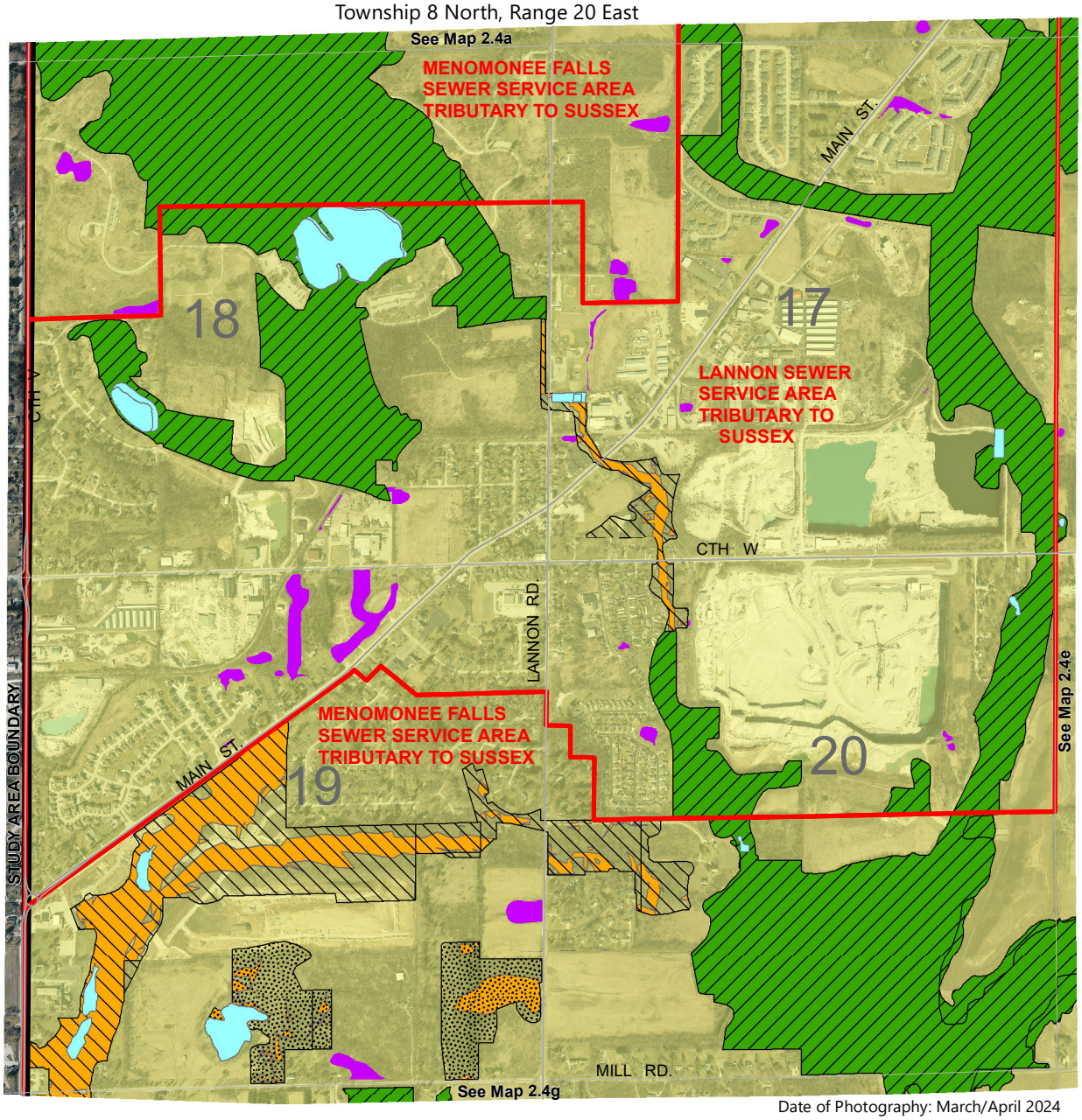
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4d
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 17, 18, 19, and 20
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

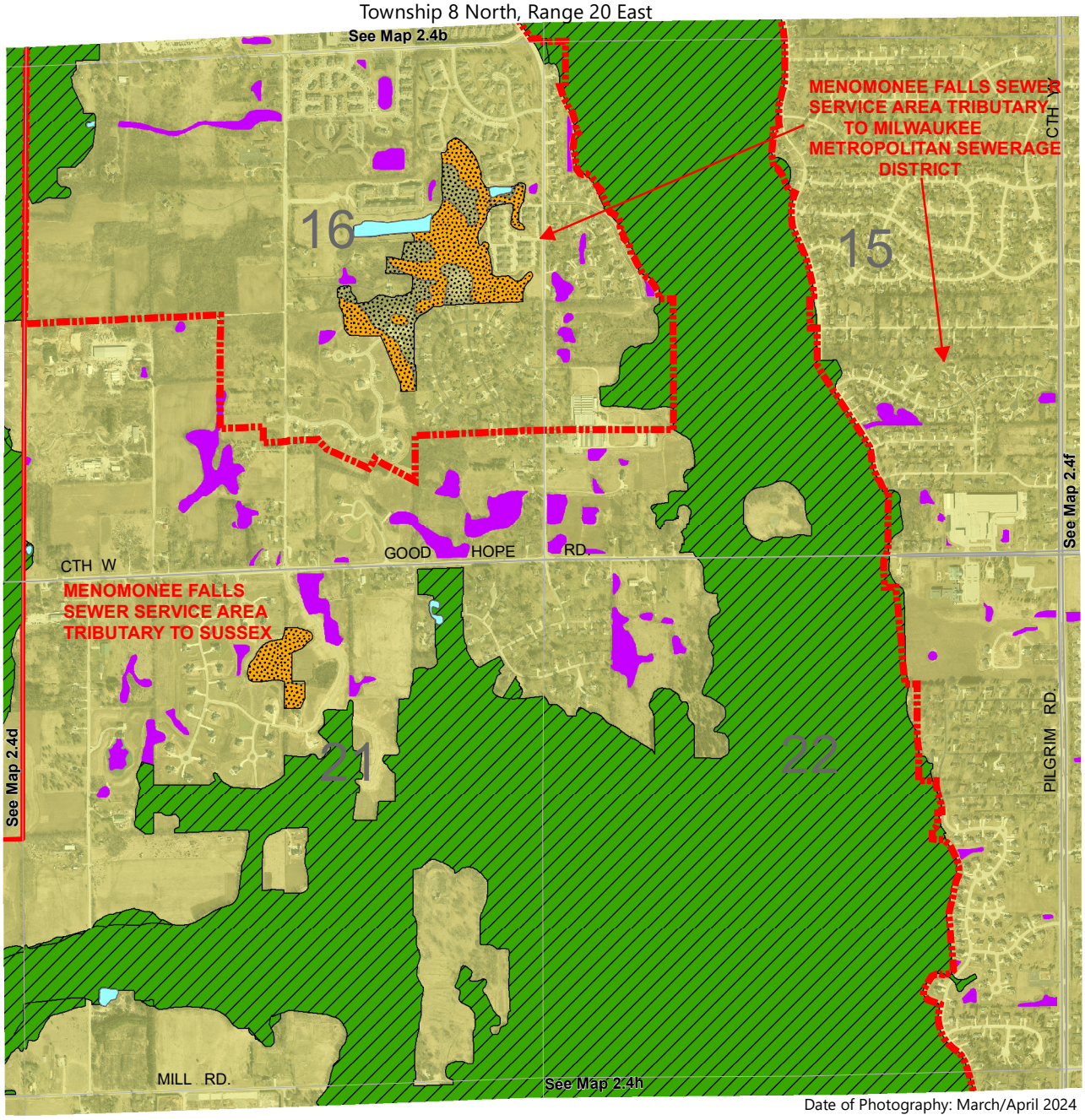
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4e
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 15, 16, 21, and 22
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

MMSD PLANNED BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

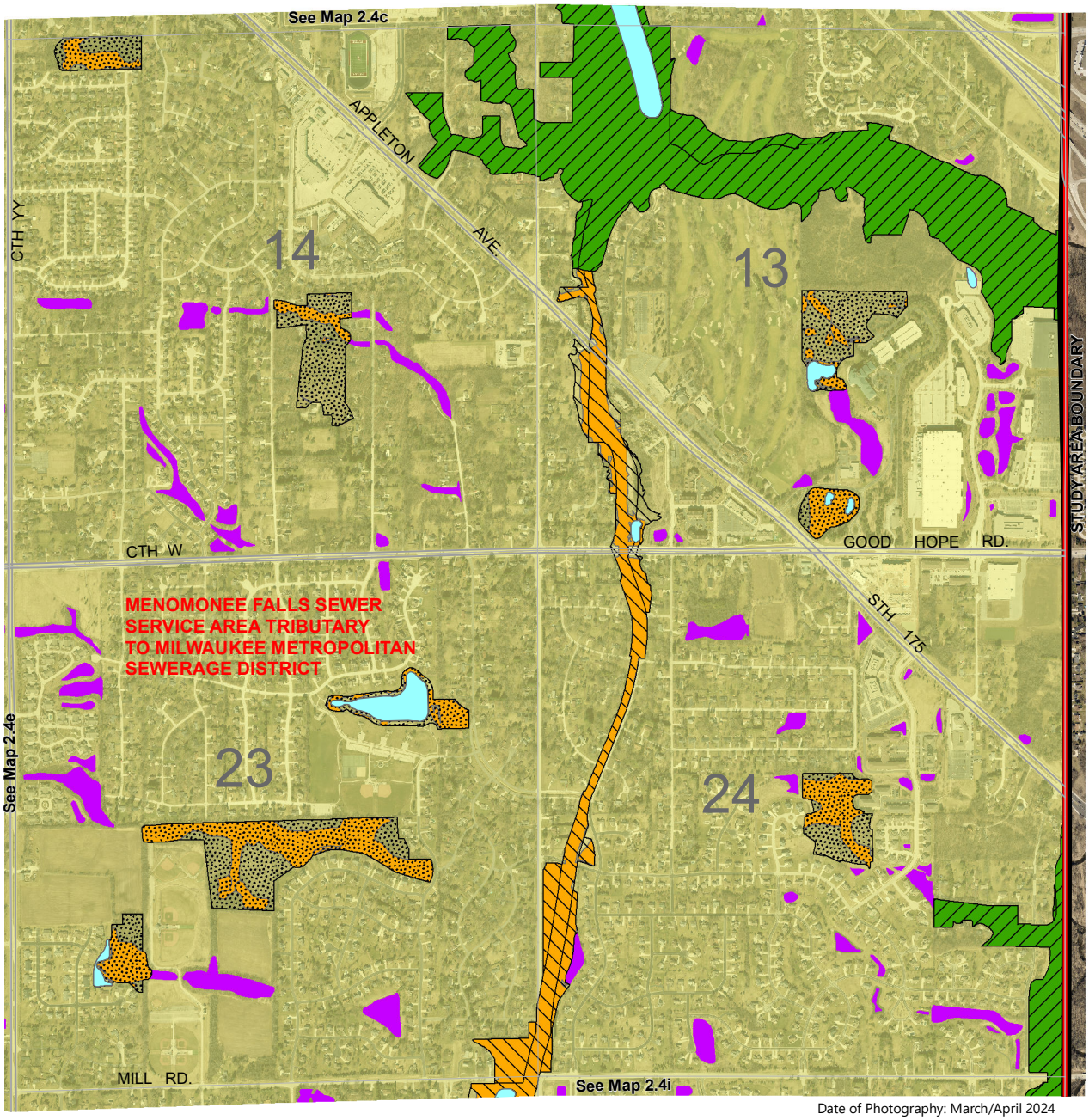
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4f
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 13, 14, 23, and 24
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

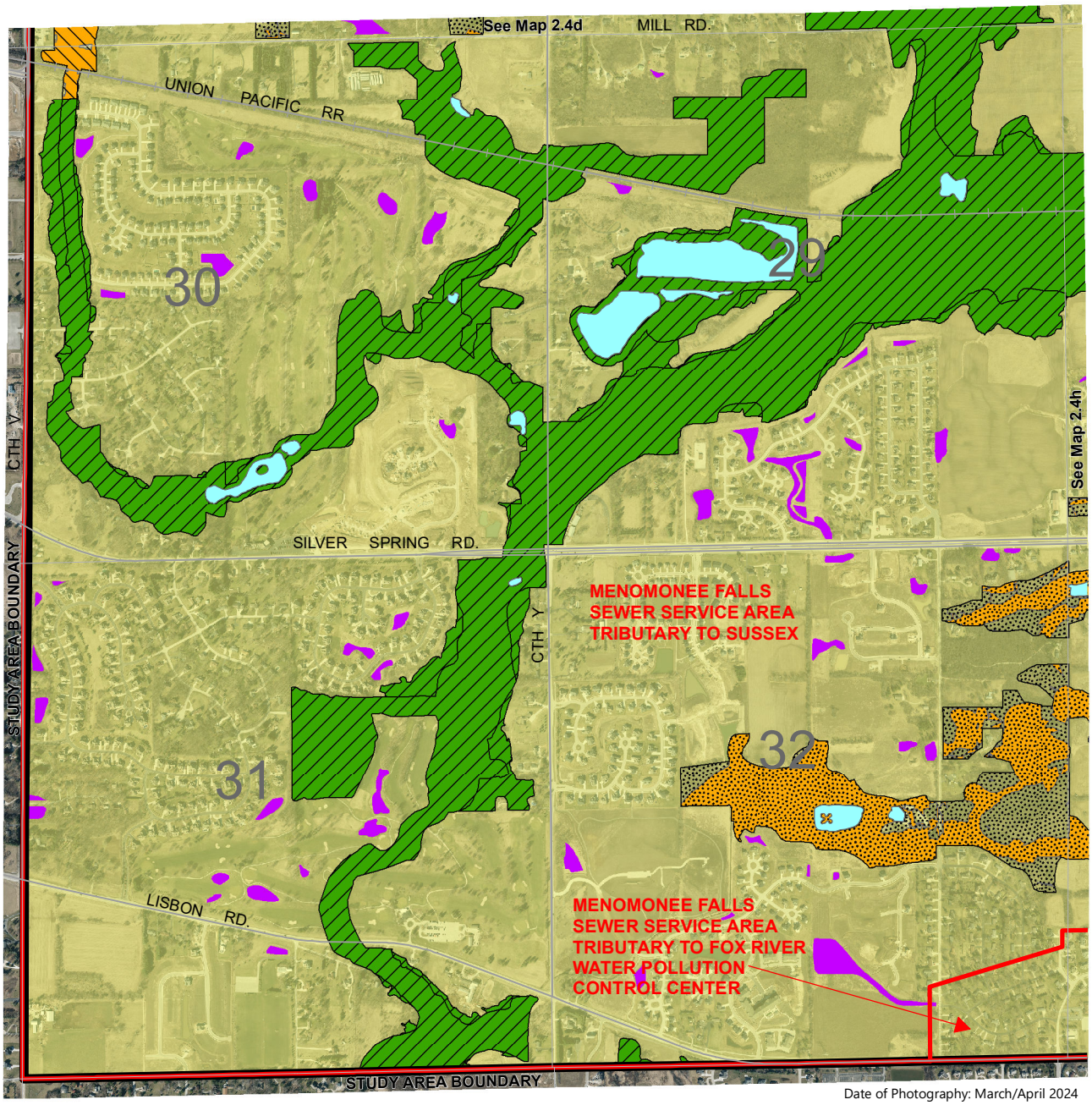
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4g
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 29, 30, 31, and 32
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

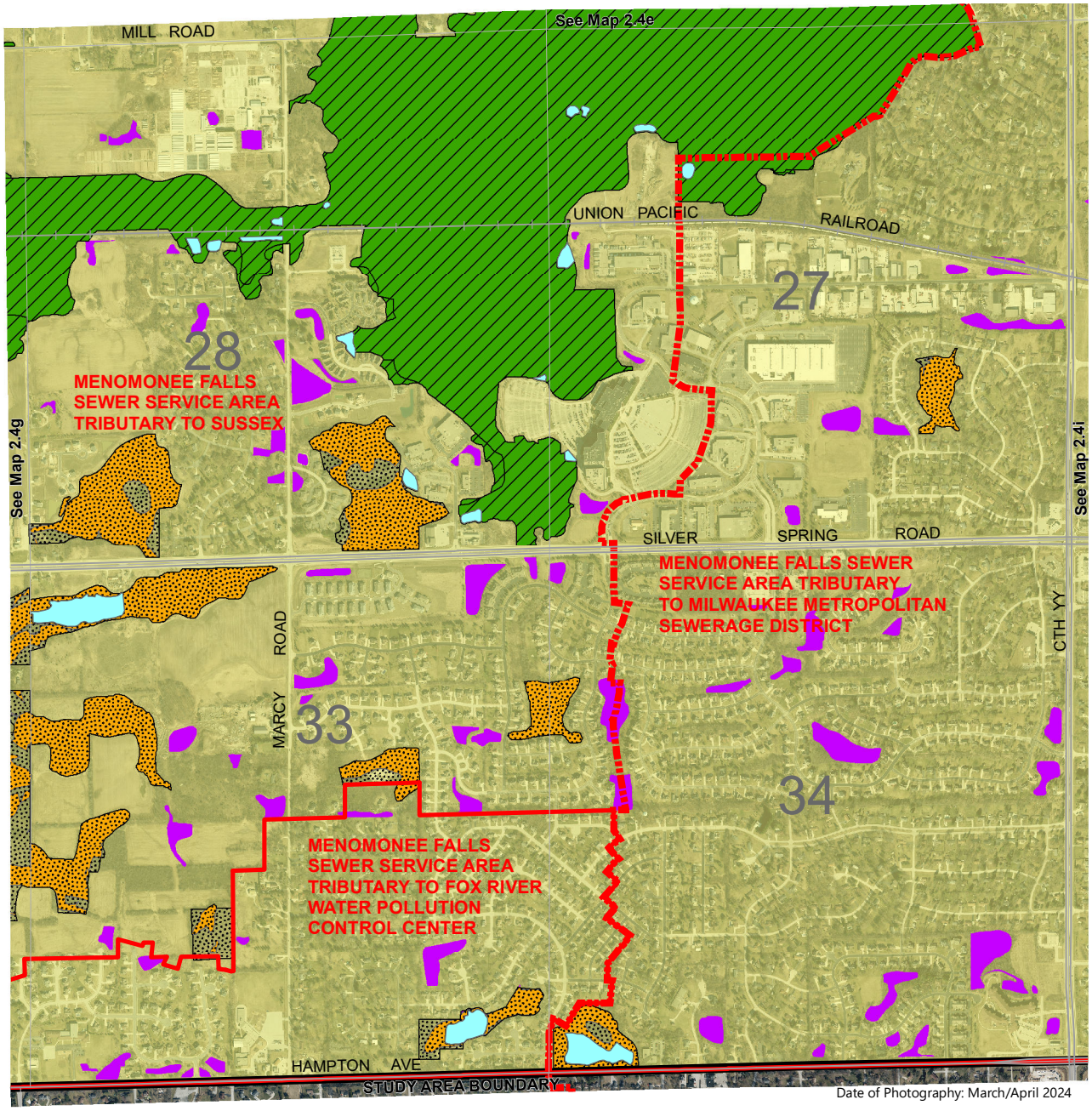
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4h
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 27, 28, 33, and 34
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

ISOLATED NATURAL RESOURCE AREA

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

MMSD PLANNED BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

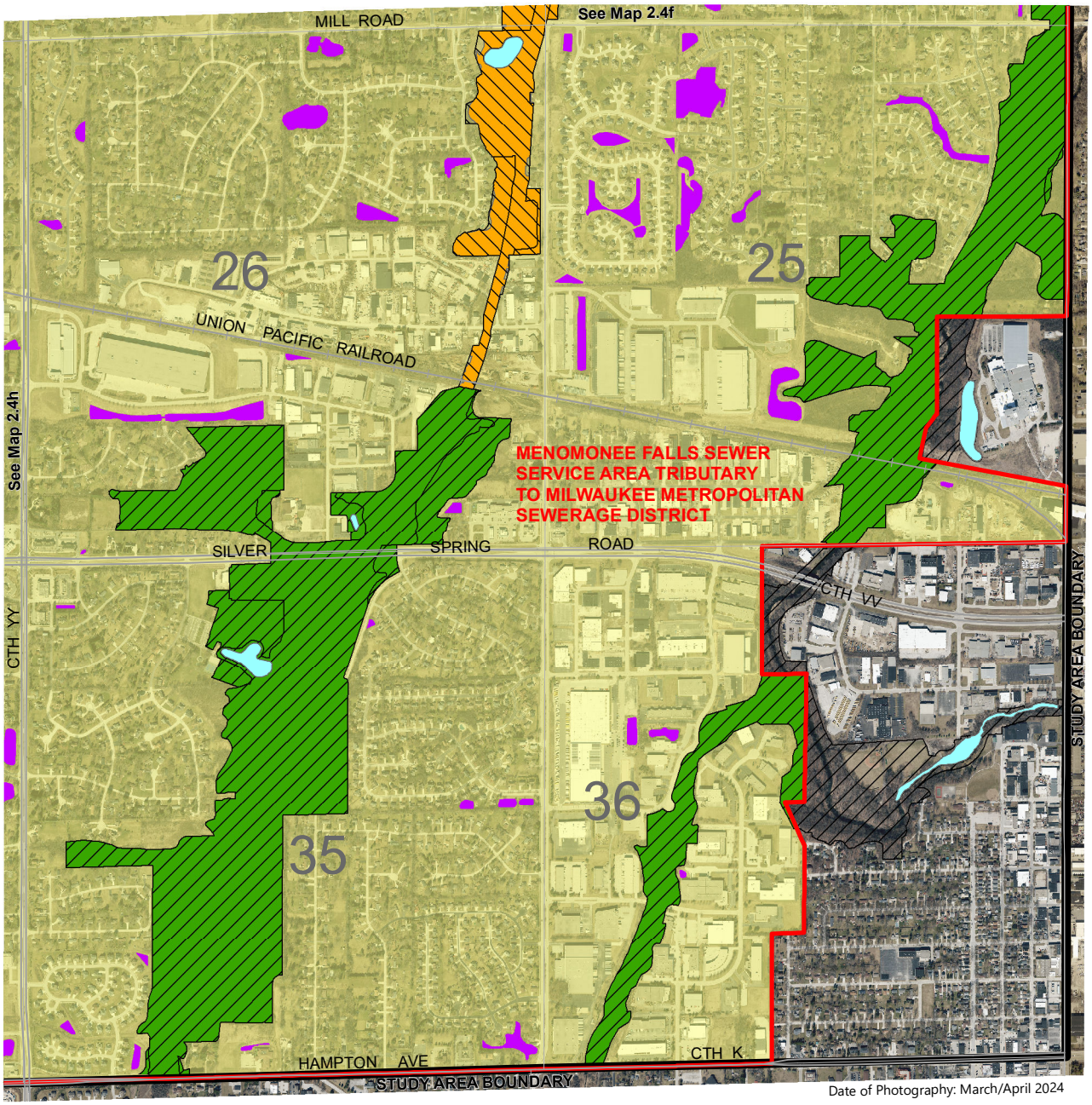
N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.4i
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Lannon and the Village of Menomonee Falls

U.S. Public Land Survey Sections 25, 26, 35, and 36
Township 8 North, Range 20 East



Date of Photography: March/April 2024

PRIMARY ENVIRONMENTAL CORRIDOR

SECONDARY ENVIRONMENTAL CORRIDOR

WETLANDS AND SURFACE WATER AREAS LESS THAN 5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

SANITARY SEWER SERVICE AREA BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

RESTRICTIONS ON SEWERED DEVELOPMENT

PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.

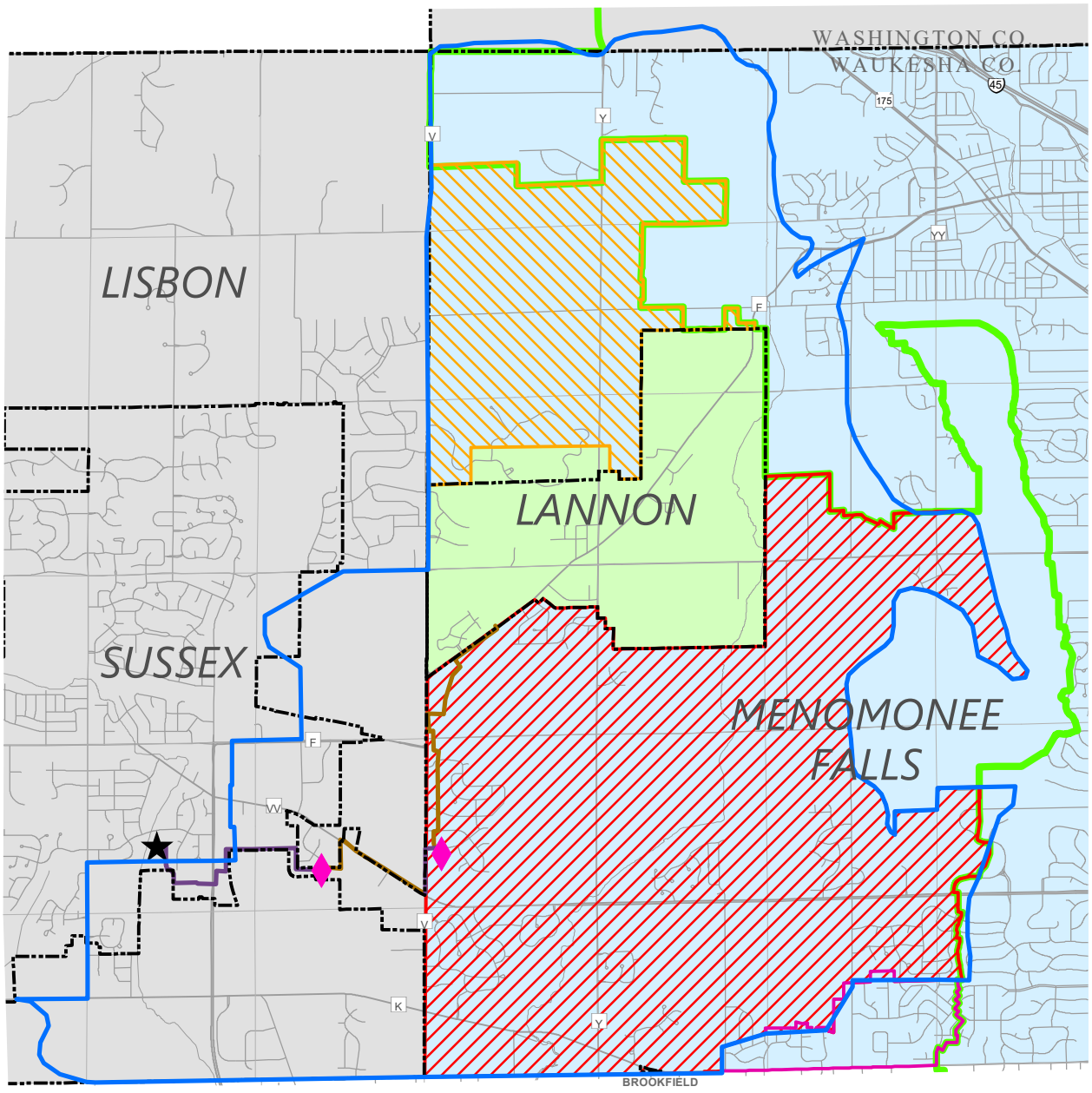
PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFER AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

N

0 0.25 0.5 0.75 1 Mile

Source: SEWRPC
Last Updated: May 7, 2026

Map 2.5
Village of Lannon Interceptor Sewer as it Relates to the Village of Menomonee Falls Sanitary Sewer Service Area



Source: SEWRPC

Last Updated: May 7, 2026

Community Assistance Planning Report No. 208 (2nd Edition)

SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Appendix A

SUMMARY OF PROCEDURES USED TO IDENTIFY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

One of the most important tasks completed by the Commission under the regional planning program for Southeastern Wisconsin is delineating environmental corridors. Environmental corridors are linear areas in the landscape containing concentrations of natural resource and resource-related amenities. These corridors generally lie along the major stream valleys, around major lakes, and in the Kettle Moraine area of Southeastern Wisconsin. Almost all the remaining high-value wetlands, woodlands, wildlife habitat areas, major bodies of surface water, and delineated floodplains and riparian buffers are contained within these corridors. In addition, significant groundwater recharge and discharge areas, many of the most important recreational and scenic areas, and the best remaining potential park sites are located within the environmental corridors. Such corridors are, in effect, a composite of the most important individual elements of the natural resource base in Southeastern Wisconsin, and have immeasurable environmental, ecological, and recreational value.

The process of delineating environmental corridors began with the mapping of individual natural resource and resource-related elements on aerial photographs at a scale of one inch equals 400 feet. The various natural resource and resource-related elements were assigned a numeric rating intended to reflect the value of their natural characteristics. The types of natural resource and resource-related features that were mapped and the point values assigned are indicated in Table A.1.

Areas having a total point value of 10 or more based upon this mapping were identified as having "significant" natural resource value. These areas were, in turn, classified as primary environmental corridors, secondary environmental corridors, or isolated natural resource areas based upon the following criteria:

- Primary environmental corridors encompass at least 400 acres and have a minimum length of at least two miles and a minimum width of at least 200 feet

- Secondary environmental corridors encompass at least 100 acres and have a minimum length of at least one mile

- Isolated natural resource areas encompass at least five acres and have a minimum width of at least 200 feet

The resulting definitions are held out as subject to field verification where appropriate. The Commission staff is frequently called upon by county and local units of government to verify and stake in the field the boundaries of these environmentally significant lands.

Additional documentation regarding the environmental corridor delineation process is presented in an article titled "Refining the Delineation of Environmental Corridors in Southeastern Wisconsin" published in SEWRPC *Technical Record*, Volume Four, Number Two, dated 1981, which may be viewed on the Regional Planning Commission website.

Community Assistance Planning Report No. 208 (2nd Edition)

SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Appendix A

SUMMARY OF PROCEDURES USED TO IDENTIFY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

TABLES

Table A.1
Values Assigned to Natural Resource Base and Resource Base-Related Elements in the Process of Delineating Environmental Corridors and Isolated Natural Resource Areas

Natural Resource Base Element	
Element	**Point Value**
Lake	
Major (50 acres or more)	20
Minor (5-49 acres)	20
Rivers or Streams (perennial)	10
Riparian Buffer	
Lake or Perennial River or Stream	10
Intermittent Stream	5
Floodplain (100-year recurrence interval)	3
Wetland	10
Woodland	10
Wildlife Habitat	
Class I	10
Class II	7
Class III	5
Steep Slope	
20 Percent or More	7
12-19 Percent	5
Prairie	10
Existing Park or Open Space Site	
Rural Open Space Site	5
Other Park and Open Space Site	2
Potential Park Site	
High-Value	3
Medium-Value	2
Low-Value	1
Historic Site	
Structure	1
Other Cultural	1
Archaeological	2
Scenic Viewpoint	5
Natural Area	
State Scientific Area	15
Statewide or Greater Significance	15
County or Regional Significance	10
Local Significance	5

Source: SEWRPC

#272618
300-3000
DPH/mid/ko
04/01/2024

Community Assistance Planning Report No. 208 (2nd Edition)

SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Appendix B

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Southeastern Wisconsin Regional Planning Commission (Commission or SEWRPC) adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the "job/housing balance" for subareas of the Region. The regional housing plan recommends that the findings of the job-housing analysis be provided to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary sewer system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing[1] with the projected relative shares of lower-wage, moderate-wage, and

[1] *For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities*

higher-wage jobs,[2] respectively. Job/housing imbalances identified under this analysis are indicated on Map B-1. A "lower-cost" job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A "moderate-cost" job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map B-1 shows the Village of Menomonee Falls is projected to have a shortage of moderate-cost housing compared to moderate-wage jobs. The regional housing plan would encourage the Village to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

The regional housing plan further recommends that communities that are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, in order to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet or less). Actions to address a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two-bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the Commission website (www.sewrpc.org/sewrpc/housing.htm) or by contacting Commission staff.

of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

[2] *For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.*

Community Assistance Planning Report No. 208 (2nd Edition)

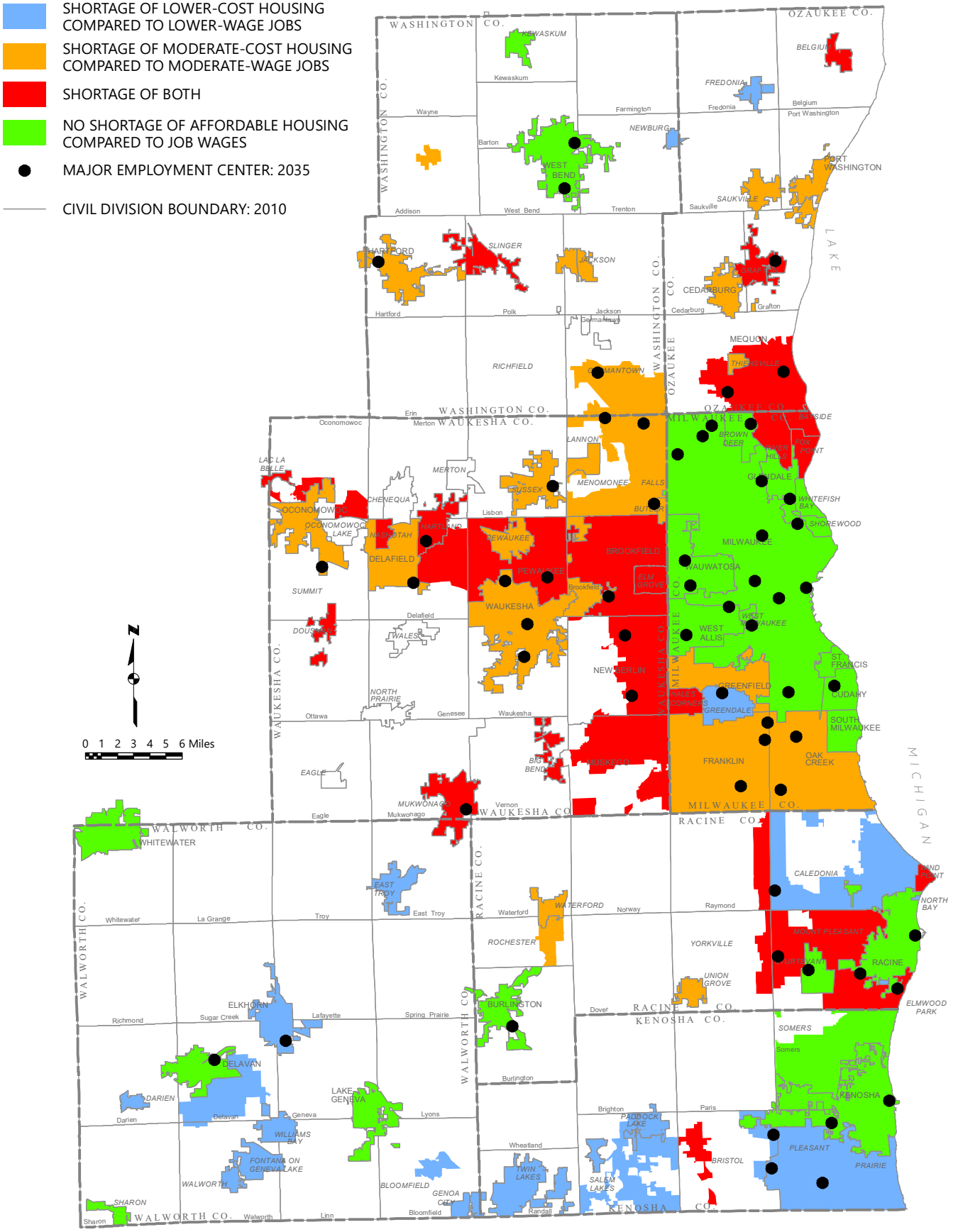
SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN

Appendix B

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

MAPS

Map B.1
Projected Job/Housing Imbalances in Sewered Communities in the Southeastern Wisconsin Region: 2035



Village of Menomonee Falls Resolution No. ____-R-26

A RESOLUTION ADOPTING A SANITARY SEWER SERVICE AREA AMENDMENT AND REQUESTING MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AMEND THEIR FACILITES PLAN TO BE CONSISTENT WITH THE SANITARY SEWER SERVICE AREA AMENDMENT

WHEREAS, the Southeastern Wisconsin Regional Planning Commission (SEWRPC), working in cooperation with the Village of Menomonee Falls, prepared an amendment to the sanitary sewer service area for the Menomonee Falls area; and

WHEREAS, the amendment is set forth in a SEWRPC document entitled, "*Community Assistance Planning Report No. 208 (2nd Edition) SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN"*; and

WHEREAS, the Village of Menomonee Falls concurs with the amended sanitary sewer service area set forth in the aforementioned SEWRPC document;

NOW THEREFORE, BE IT HEREBY RESOLVED THAT the Board of Trustees of the Village of Menomonee Falls do hereby

1. Adopt the SEWRPC document entitled, "*Community Assistance Planning Report No. 208 (2nd Edition) SANITARY SEWER SERVICE AREA FOR THE VILLAGES OF LANNON AND MENOMONEE FALLS WAUKESHA COUNTY, WISCONSIN*" as a guide for the provision of sanitary sewer service within the Menomonee Falls area, and
2. Request Milwaukee Metropolitan Sewerage District develop a new Comprehensive Facilities Plan, or Amend their latest Facilities Plan, to be consistent with the referenced SEWRPC document.

AND BE IT FURTHER RESOLVED that the Village transmit a certified copy of this Resolution to the Southeastern Wisconsin Regional Planning Commission.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 20th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk